

Solicitation 10-115

Establish GHG Emissions Efficiency Benchmarks for Covered Industrial Sectors

State of California

Bid 10-115

Establish GHG Emissions Efficiency Benchmarks for Covered Industrial Sectors

Bid Number **10-115**
Bid Title **Establish GHG Emissions Efficiency Benchmarks for Covered Industrial Sectors**

Bid Start Date **Jul 20, 2011 10:54:48 AM PDT**
Bid End Date **Aug 31, 2011 2:00:00 PM PDT**
Question & Answer
End Date **Aug 2, 2011 3:00:00 PM PDT**

Bid Contact **Andrea Sutton**
 asutton@arb.ca.gov

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

This is a Secondary Method RFP (High Score). Please see the attached RFP packet for all proposal submission requirements and information.



Linda S. Adams
Acting Secretary for
Environmental Protection

Air Resources Board

Mary D. Nichols, Chairman
1001 I Street • P.O. Box 2815
Sacramento, California 95812 • www.arb.ca.gov



Edmund G. Brown Jr.
Governor

REQUEST FOR PROPOSAL (SECONDARY METHOD) Notice to Prospective Proposers RFP No. 10-115

July 20, 2011

You are invited to review and respond to this Request for Proposal (RFP) No. **10-115**, entitled, **“Establish Greenhouse Gas Emissions Efficiency Benchmarks for Covered Industrial Sectors Under Adopted California Cap-and-Trade Program.”** In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register at <http://www.eprocure.dgs.ca.gov/CSCRAAds.htm>. To ensure receipt of any addenda that may be issued, interested parties are encouraged to register online at <http://www.bidsync.com/help/bidsync/freebids.html>.

The Air Resources Board (ARB) deadline for receipt of proposals is **August 31, 2011, no later than 2:00 p.m. Pacific Daylight Time (PDT)**. No late received, faxed or emailed proposals are acceptable. **All late, faxed and/or emailed proposals will be rejected** and returned to the potential Proposer. Hard copies of proposals must be received on or before the date and time specified herein at the following location:

Delivery Address:
Air Resources Board
ASD-Contract Services Section
Attn: Andrea Sutton
1001 I Street, 20th Floor
Sacramento, CA 95814

You are advised that you are responsible for ensuring that your proposal is received by the above listed contact person by the time and date required. Any proposal reaching the contact person after the deadline date and time will be returned unopened.

In the opinion of the Air Resources Board this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, the contact person for this RFP is listed below. **All questions must be submitted in accordance with the RFP instructions contained herein and sent via email directly to the below listed contact person and not through the BidSync system.**

Contact: Andrea Sutton
Phone: 916 / 324-2186
Email: asutton@arb.ca.gov

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.

California Environmental Protection Agency

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I. PURPOSE / BACKGROUND / SCOPE OF WORK:**A. Purpose**

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified firms who will perform the study necessary to establish greenhouse gas (GHG) emissions efficiency benchmarks for covered industrial sectors under adopted California cap-and-trade program.

The duration of this agreement is 24 months. The Air Resources Board (ARB) has a maximum budget allocation of \$500,000.00 to complete this project. Any proposal that exceeds \$500,000.00 will not be considered and will be deemed non-responsive and ineligible for award.

B. Background

In 2006, the California Legislature passed and Governor Schwarzenegger signed AB 32, the Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006), which established a limit on Californian's GHG emissions.

In December 2010, ARB adopted the cap-and-trade program resolution #10-42 and directed the Executive Officer to finalize the resolution. Under a cap-and-trade program, an overall limit on GHG emissions from capped sectors will be established. Facilities subject to the cap are required to surrender compliance instruments (allowances or offsets) that match their GHG emissions in metric ton of CO₂ equivalent (CO₂e). Per AB 32 requirements to minimize emissions leakage from industrial sectors, the adopted regulations stipulate the methodology to allocate a specified quantity of allowances to industrial sectors for free. The quantity of free allowances will be calculated based on a facility's previous year's production (output) level multiplied by a GHG emissions efficiency benchmark which is expressed as metric ton of GHG emission in CO₂e per unit of product output. A benchmark is used to reward the facilities that are more efficient or use cleaner fuels to reduce GHG relative to the benchmark, or performance standard, to produce the same product. Establishing benchmarks are critical parts of the program in order to ensure both environmental integrity (reward efficient operations to ensure GHG emission reductions) and economic integrity (minimize leakage).

Establishing a GHG emissions efficiency benchmark requires extensive interaction with stakeholders to accurately define the manufacturing process and its boundary, and quantify product output and emissions associated with the process. Thus far, European Union's Emissions Trading Scheme (EU ETS) is the only comprehensive regulatory GHG cap-and-trade program in the world that has established GHG emissions efficiency benchmarks for various industrial sectors through a stakeholder process based on the emissions data obtained through a mandatory GHG reporting requirement.

In general, the California cap-and-trade allocation scheme is similar to the EU ETS's benchmarking approach. However, on a sector-by-sector basis there are the critical details that need to be modified based on the business environment and resource availability unique to California. The California program will establish product output-based benchmarks for 10 sectors and thermal energy-based benchmarks for all the other sectors. While the proposed regulation identified specific product outputs for each benchmark, the numeric benchmark values will be finalized in changes to the regulation

this year. In order to finalize the benchmark values, ARB needs to accumulate accurate and detailed knowledge pertaining to the EU ETS benchmarking process to determine what issues need to be considered, what needs to be changed from their approach and what additional tools and data are needed.

C. Scope of Work

See Attachment 5, Sample Agreement, Exhibit A for a more detailed description of the Scope of Work.

Over the duration of the contract, the contractor, in conjunction with designated ARB staff, will conduct a study necessary to establish GHG emissions efficiency benchmarks in tons of CO₂e emitted per unit of output for the sectors specified in Table 1 to support the California cap-and-trade program. Benchmarks will be used to calculate the annual quantity of free allowances allocated to each eligible industrial facility. Covered sectors that do not conduct the operations specified in Table 1 will receive free allocation calculated based on thermal energy-based benchmarking.

The cap-and-trade regulation identified sectors with specified product output as the sectors that require product output-based GHG emissions efficiency benchmarking as shown in Table 1. Covered industrial sectors that do not conduct manufacturing process specified in Table 1 will rely on thermal energy-based benchmarking for free allocation.

Table 1: Sectors that require GHG emissions efficiency benchmark

	Sector	Considered unit(s) for benchmark
1.	Oil and gas extraction	• Barrel of crude oil
2.	Soda ash manufacturing	• Ton of soda ash
3.	Paper and paperboard manufacturing	• Air dried ton of different paper products
4.	Petroleum products manufacturing	• Barrel of petroleum products • Energy Intensity Index • Carbon weighted ton/barrel
5.	Glass manufacturing (container, flat, fiber)	• Ton of glass pulled (container, flat and fiber glass)
6.	Cement manufacturing	• Ton of cement (clinker plus limestone and gypsum)
7.	Lime manufacturing	• Ton of dolime and calcined byproduct produced
8.	Gypsum manufacturing	• Ton of plaster • Ton of plasterboard
9.	Steel making using electric arc furnace	• Ton of steel
10.	Steel rolling	• Ton of rolled steel
11.	Thermal energy-based (boiler efficiency or fuel mix)	N/A

The study will include four discrete tasks.

1. Analysis of EU ETS benchmarking process
 - For the sectors specified in Table 1, the contractor will perform an analysis related to the EU ETS benchmarking process to identify technical/legal/political issues that are critical to be considered in order to establish environmentally sound benchmarks.
2. Scoping study of California covered industrial sectors
 - For the sectors specified in Table 1, the contractor will perform an analysis in collaboration with ARB staff to understand manufacturing operations (which includes cogeneration facilities) occurring in California to appropriately establish benchmarks by taking into consideration the issues identified in Task 1.
3. Sector-by-sector analysis
 - For the sectors specified in Table 1, the contractor will perform a sector-specific study in collaboration with ARB staff to establish benchmark values in ton of CO₂e per unit of product output. If product output-based benchmark is not feasible, the contractor will work with ARB to establish an alternative methodology. This task will involve deep knowledge of complex operations such as petroleum refining.
 - Each sector is assigned a subproject number and treated as an itemized task in cost proposal

The product of tasks 1-3 will be delivered to ARB in the form of a report incorporating all analyses from above.

4. Stakeholder interface
 - The contractor will be part of a stakeholder interface by participating workshops or other forums to provide technical expertise to help ARB address issues and concerns that may be raised from stakeholders.

II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of a proposal. It is the responsibility of the Proposer to carefully read and follow all proposal requirements within this Request for Proposal (RFP). Compliance with the RFP instructions is mandatory for a proposal to be considered for award. Failure to comply with the RFP instructions may cause a proposal to be deemed non-compliant and non-responsive, thus ineligible for award.

2. Key Action Dates

Below is the tentative time schedule for this RFP. ARB reserves the right to modify the RFP and/or change dates and times at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted in the eProcurement system of the State of California at <http://www.bidsync.com>.

1. ARB reserves the right to modify or cancel in whole or any part of this solicitation.

- Clarifications to the solicitation will only be provided in the form of a written addendum to all Proposers.

<u>Key Actions</u>	<u>Dates</u>	<u>Time</u>
RFP available to prospective Proposers	07/20/11	N/A
Written Questions Submittal Deadline	08/02/11	3:00 p.m.
Question responses due from ARB	08/09/11	3:00 p.m.
Final Date for Proposal Submission/Receipt by ARB	08/31/11	2:00 p.m.
Posting of Intent to Award Notice(s) (Notice is posted for five days)	09/06/11	N/A
Award to Contractor	09/13/11	
Contract Approved & Executed – work begins	10/13/11	N/A

Proposed award of agreement is dependent upon ARB internal processing procedures in addition to the required approval by the California Department of General Services (DGS).

Dates listed above are estimates only, and subject to change at ARB's sole discretion. The date work begins will be considered to be different from the actual start date of the contract/agreement. No work shall begin until all required approvals and signatures, including DGS Office of Legal Services, are obtained.

B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be directed in writing via email to:

Air Resources Board
Administrative Services Division
Contract Services Section
Attn: Andrea Sutton
Email: asutton@arb.ca.gov

Questions must be received by the date/time listed in Section II, A, Key Action Dates. Questions posted through BidSync will not be considered. Answers to all questions submitted will be in the form of an addendum posted in the eProcurement system of the State of California at <http://www.bidsync.com> by the date/time listed in Section II, A, Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants.

C. General Proposal Requirements

- Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.

2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section I, C, Scope of Work and Section III, Technical Proposal Requirements) will not be considered and will cause a proposal to be rejected.
3. **The proposal must contain all of the components, information, and documents as outlined below:**
 - a) **Title Page**

The purpose of this page is to provide in one location information needed by ARB administrative staff. It must contain the following items:

 - i) the title of the proposal, which must be the same as the title of the RFP; and
 - ii) the number of the RFP, 10-115; and
 - iii) the date of proposal;
 - b) **Cover Letter / Letter of Commitment**

This introductory letter must be on the company's letterhead and include the following information and statements:

 - i) The name and address of your company [NOTE: You may use a Post Office box, but please provide your company's street address for our records]; and
 - ii) The name, title, and signature of a company official authorized to bind the proposal
 - c) **Table of Contents**
 - d) **Summary**

The abstract shall be no longer than one page. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.
 - e) **Technical Proposal**

The details to be included in the technical part of the Proposal can be found in Section III, A, Proposal Requirements (Technical).

Elements of the technical part of the Proposal shall include: 1) Minimum Qualifications Explanation, 2) Management Plan, 3) Methodology (Approach to Work), 4) Work Plan and Work Schedule, 5) Personnel, and 6) References

D. Submission of Proposals

1. The original proposal must be marked "ORIGINAL COPY." Submit five (5) copies of the proposal. (There will be six (6) total, one original plus five (5) copies)

All additional proposal sets may be photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings: spiral binding, 3-hole punch, etc.).

Also to conserve paper, we require double-sided pages, and please use single or one-and-a-half spacing. Please do not include lengthy, oversized company brochures.

Please do not include oversized tabs. Please do not submit an electronic copy of your proposal. Any extra items submitted with the proposal shall be clearly marked and identified as to the name of the Proposer and the RFP number. Any extra items must be submitted in the same number of copies as the proposal.

2. Proposals must be submitted no later than **the date/time listed in Section II, A, Key Action Dates**, and must be addressed as follows in Item 3.

Proposals received after this date and time will not be considered.

3. Packaging/Mailing/Delivery Instructions

The proposal package/envelope **must be plainly marked with the RFP number** and title, your firm name, address, **and must be marked with "DO NOT OPEN"** (see sample below)

- a) Responses to this RFP shall be submitted to ARB in one (1) sealed package/envelope containing the original and five (5) copies.
- i) One (1) sealed package/envelope containing the Technical Proposal and all other required elements along with the Cost Proposal.

ONE (single) SEALED PACKAGE/ENVELOPE

Proposer Name (Agency, Firm, Individual)
Complete Address
RFP Number 10-115

Establish Greenhouse Gas Emissions Efficiency Benchmarks for Covered Industrial Sectors Under Adopted California Cap-and-Trade Program

**REQUEST FOR PROPOSAL
DO NOT OPEN**

- b) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided. Label (as instructed above), and mail or deliver package to the following location:

MAIL OR DELIVER* TO:

Air Resources Board
Contract Services Section
Attn: Andrea Sutton
1001 I Street, 20th Floor
Sacramento, CA 95814

- c) If your proposal is hand delivered, you must contact the analyst (Andrea Sutton, 916/324-2186), to insure your proposal is received prior to Proposal Submittal Deadline **listed in Section II, A, Key Action Dates.**

4. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section III, A., Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
5. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.
6. The Air Resources Board may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
7. The State reserves the right to reject all proposals.
8. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the Proposers, none of the participants in such collusion will be considered, in this or future procurements.

E. Modification and/or Withdrawal of Proposals

1. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to ARB signed by the Proposer or an agent authorized in accordance with Section III H, titled "Signature." A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

F. Proposer Responsibilities

1. Proposers should carefully examine the entire RFP, with special attention to the tasks and deliverables found in Section I, C., Scope of Work. Proposers shall investigate obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of the requirements.
2. Before submitting a response to this solicitation, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements.
3. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to ARB.

4. It is the **Proposer's responsibility** to promptly notify ARB contract analyst identified in the solicitation, by phone, letter, fax, e-mail, or visit, if the Proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification **must be done immediately** upon receipt of the solicitation in order that the matter may be fully considered and appropriate action taken by ARB prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question and answer period referenced in the Key Action Dates. All such correspondence received after the question and answer deadline will not be considered.
5. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions along with the Contractor's Certification Clauses as listed on www.dgs.ca.gov/contracts.
6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. The successful Proposer must provide evidence to show that members of the team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. Examples of evidence include, but are not limited to: résumés, letters of reference, project summaries that highlight the team's specific experience.

The evidence must also illustrate that that the Proposer owns and operates a legitimate business. If the Proposer is a corporation, said corporation must be registered in the State of California to operate said business in the State. All businesses must be registered with the Secretary of State or appropriate State jurisdiction prior to date of contract award. Evidence of registration will be from the Secretary of State's website: <http://kepler.sos.ca.gov/>

All business entities doing business within the State and not operating as a corporation or partnership must be registered with the appropriate jurisdiction (county or city). All businesses not registered with the appropriate jurisdiction, or with the Secretary of State, prior to award date will be deemed non-responsive and ineligible for contract award.

8. Only the selected Proposer must complete and submit to the Air Resources Board the Payee Data Record (Attachment 8, STD 204) to determine if the selected Proposer is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS > FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the Department.
9. Only the selected Proposer must sign and submit to the Air Resources Board, page one (1) of Attachment 7, the Contractor Certification Clauses (CCC-307), or the form can be obtained via the Internet at www.dgs.ca.gov/ols.

G. Signature

1. **All documents requiring signatures contained in the original proposal package must have *original* signatures.**
2. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
3. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm and must be duly authorized to sign the contract/agreement if selected for award.

H. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted.

I. Socio-Economic and Preference Programs

1. **Disabled Veteran Business Enterprise (DVBE) Incentive - Optional**

This solicitation does not require a minimum amount of Disabled Veteran Business Enterprises (DVBE) participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE.

If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive a bid incentive provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on Attachment 2, titled Bidder Declaration GSPD-05-105 and confirmed by the State.

The incentive amount varies in conjunction with the percentage of DVBE participation in accordance with the sample provided below (see Table 1: High Score Method Sample, percentages will remain the same although the points may change depending on the point values assigned to this solicitation). For more information on this program, please see Attachment 6 titled, "California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions."

2. **Small Business or Microbusiness Preference - Optional**

If Proposer is claiming the 5% certified Small Business or micro business preference, or is committing to subcontract 25% or more of their net bid price to one of more Certified

Small Businesses or microbusinesses, Attachment 2 (GSPD-05-105 Bidder Declaration) and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Small business or micro business bidders or proposers using the non-small business preference shall be granted a preference consisting of five percent of the highest responsible bidder's total score.

- 3. **TACPA / EZA / LAMBRA Preferences - Optional**
Please see website at: <http://www.pd.dgs.ca.gov/disputes/default.htm> for information on applying for one of the preferences.
- 4. **Darfur Act Certification – Mandatory if applicable**
Please complete and submit with your proposal Attachment 4.

5. Preference and Incentive Application

- a. DVBE Incentive Points are factored by multiplying a proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see Table 1 below). This amount is then added to the proposer's total points. In the Table 2 sample below, Proposer B received a 60 point incentive (.05% commitment x 1200 total points available) which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.
- b. Small Business Preference is calculated by multiplying 5% of the highest scoring non small business proposer, and adding those points to small business proposers and non-small businesses subcontracting 25% or more to a small business. In the Table 2 sample below, the calculation is based on Proposer B's 1155 points x .05 resulting in 57.75 additional points added to the certified Small Businesses (A and C)
- c. Under the High Score Method, it is possible to displace a high point certified Small Business with the application of the DVBE Incentive.

TABLE 1: HIGH SCORE METHOD SAMPLE

Available points example using sliding scale:

Administrative: 200 points
Technical: 400 points
Cost: 600 points
Total: 1200 points

Possible Maximum 60 points
DVBE incentive calculated as follows:

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% X 1200 = 12
2% - 2.99% inclusive	2% X 1200 = 24
3% - 3.99% inclusive	3% X 1200 = 36

4% - 4.99% inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

TABLE 2: HIGH SCORE METHOD SAMPLE RESULTS

Proposer	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference Points Applied	57.75	0	57.75
Subtotal	1107.75	1155	1182.75
Rank	3	2	1
Confirmed DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

III. PROPOSAL REQUIREMENTS (TECHNICAL)

A. Technical Proposal Requirements

The proposal must contain the following components, information and documents outlined below. Each requirement’s location must be listed in the Proposal’s Table of Contents. Also see Section II, D, Submission of Proposal, for general submittal details.

1. Minimum Qualifications

The Technical Proposal must contain a section outlining how the proposal meets the minimum qualifications, and provide a cross reference to the appropriate résumés submitted as required for the “Personnel: component”.

- The proposer’s team has extensive (at least 5 years) understanding/knowledge of regulatory greenhouse gas emission trading system and its mechanism of allowance distribution.
- The proposer’s team has published at least two reports in the past four years analyzing allocation methodology and/or benchmarking in mandatory GHG cap-and-trade system.
- The proposer’s team has (had) officially been involved as a contractor or as part of technical work groups in EU ETS’s effort to establish GHG emissions efficiency benchmarks used for the purpose of free allocation.
- For the sectors specified in Table 2, the proposer’s team has a thorough understanding of the concept, principles, manufacturing process and configuration, data requirements and stakeholder dynamics to establish regulatory GHG benchmarks used for the purpose of free allocation.
- The proposer’s team has interacted with industrial representatives (regulated industrial sources or their trade associations) and technical experts to analyze emission and production data, resolve their concerns or issues regarding 1) defining the boundary including the treatment of flow of electricity/heat, 2) determining the appropriate data year(s) to be used, 3) determining number of product outputs that need to be distinguished within a certain manufacturing process , 3) understanding the implication of benchmark stringency, and 4) establishing an alternative approach(s) for the sectors for which product-based benchmark is not feasible.

Table 2: Covered sectors for benchmarking

	Sector	Considered unit(s) for benchmark
1.	Oil and gas extraction	<ul style="list-style-type: none"> Barrel of crude oil
2.	Soda ash manufacturing	<ul style="list-style-type: none"> Ton of soda ash
3.	Paper and paperboard manufacturing	<ul style="list-style-type: none"> Air dried ton of different paper products
4.	Petroleum products manufacturing	<ul style="list-style-type: none"> Barrel of petroleum products Energy Intensity Index Carbon weighted ton/barrel
5.	Glass manufacturing (container, flat, fiber)	<ul style="list-style-type: none"> Ton of glass pulled (container, flat and fiber glass)
6.	Cement manufacturing	<ul style="list-style-type: none"> Ton of cement (clinker plus limestone and gypsum)
7.	Lime manufacturing	<ul style="list-style-type: none"> Ton of dolime and calcined byproduct produced
8.	Gypsum manufacturing	<ul style="list-style-type: none"> Ton of plaster Ton of plasterboard
9.	Steel making using electric arc furnace	<ul style="list-style-type: none"> Ton of steel
10.	Steel rolling	<ul style="list-style-type: none"> Ton of rolled steel
11.	Thermal energy-based (boiler efficiency or fuel mix)	N/A

2. Management Plan

A project management plan including the management structure and project organization. The Proposer shall designate, by name, the Project Manager to be employed. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of the State.

3. Methodology (Approach to Work)

The Proposer shall describe the overall approach to the work, specific techniques that will be used, and specific administrative and operational management expertise that will be employed.

4. Work Plan and Work Schedule

The Proposer shall develop a Work Plan and Work Schedule for task completion. The Work Plan and Work Schedule shall identify each major task, necessary subtasks, and milestones by which progress can be measured and payments made. The Work Plan shall specify the estimated hours to accomplish each task and the Work Schedule shall provide estimated dates of completion. The Work Plan and Work Schedule must reflect

the total project timeline of 24 months. See Section I, C, Scope of Work, for details on the tasks required. A sample work schedule format is provided below:

TASK	RESPONSIBILITY	DATE OF COMPLETION
Kick-off Meeting		
Task 1		
Task 2		
Task 3		

5. Personnel

The Proposer shall list all key personnel who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each professional, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform. The selected Proposer shall not cause key members of the project team to be substituted without prior written approval of the State.

6. References

References must be provided using Attachment 3, Proposer References Form. Submission of this attachment is mandatory. Failure to fully complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. Attachment 3 may be copied for additional references.

Use the list in Attachment 3 to this RFP, for at least three references of work for clients performed within the last three (3) years.

7. Subcontracts/Subcontractors

If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. All subcontracts must be approved by the State, and no work shall be subcontracted without the prior written approval of the State. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled Cost Proposal Requirements, and not in the Technical Proposal. Any costs, either for the primary Proposer or for any subcontract/subcontractor, which are stated in any way in the Technical Proposal, will result in rejection of the proposal.

8. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal
RFP No. 10-115
Page ## of ##

B. Cost Proposal Requirements

Cost Proposals shall include the following required information: Budget, and Preference Program Documents (See Section II, I., Socio-Economic and Preference Programs), and at a minimum, all information listed in Cost Detail (below). Sample tables for the cost proposal are provided below in Item 3.

All costs must be provided for each task and deliverable. The proposed costs should be broken down into the outline in the Work Plan and Work Schedule for the purpose of this cost proposal submittal. The Cost Proposal shall itemize all items that will be charged to the State including travel charges that will be involved and included in the bid amount. Costs shall also be outlined by classification, rates, and hours worked, administrative overhead, and fringe benefit expenses.

ARB's budget for the proposed contract is limited to \$500,000.00. Any cost proposals exceeding this amount will be disqualified and ineligible for award.

1. Cost Detail

- a) **Labor** – List total number of hours and hourly billing rate for each level of professional staff. List direct labor rates, overhead rate and amount, fringe benefit rates and amounts. List administrative rates and amounts.
- b) **Itemized Tasks** – Provide cost of each task and/or deliverable listed in Section 1, C, Scope of Work.
- c) **Other direct Costs** – This category may include such items as postage, mailing, courier, printing/reproduction costs, etc. Provide basis of estimate for these costs.
- d) **Travel Costs** – Indicate amount of travel cost and basis of estimate to each destination, purpose of trip, airline fare and/or mileage expense, per diem costs lodging costs, subsistence and car rental. Travel costs must be in accordance with the State of California Department of Personnel Administration (DPA) guidelines used for State employee travel. **All such travel costs and per diem rates shall not exceed those paid to State employees. All such travel costs and per diem rates that exceed those set by DPA, shall be borne by the winning Proposer.**

Proposer must describe the purpose and duration of each trip and explain why the travel is necessary.

- e) **Subcontracts / Subcontractors** – The breakdown and itemization of subcontract costs shall follow the same format as outlined above in Items a) through d). If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. All subcontracts must be approved by the State, and no work shall be subcontracted without the prior written approval of the State.
- f) **Specific Costs** – Proposers must identify specific costs. Any proposals containing “to be determined” for a line item’s cost will be determined non-responsive and ineligible for award.

2. Page Headers and Page Numbering

All pages of the Cost Proposal; the Bidder Declaration Form GSPD-05-105 (Attachment 2); and, if applicable, any forms pertaining to socio-economic preferences (small business, DVBE), shall have the following header and page numbering format in the upper right-hand corner:

**Cost Proposal
RFP No. 10-115
Page # of ##**

3. Sample Tables for Cost Proposal

SAMPLE ONLY Cost Breakdown by Personnel and Rates					
Job Classification / Term	Hourly Rate		No. of Hours		Cost Per Term
	\$	x		=	\$
	\$	x		=	\$
	\$	x		=	\$
	\$	x		=	\$
	\$	x		=	\$
TOTAL					\$

SAMPLE ONLY Cost Breakdown by Task				
Task	Task 1	Task 2	Task 3	Total
Task 1				
Task 2				
Task 3				
Other Direct Costs				
Travel Costs				
Total Per Task				

IV. EVALUATION, SELECTION, AND AWARD

A. Administrative Evaluation

Phase 1: ARB will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the Proposer meets the minimum qualifications in conformance with the submission requirements. During evaluation period, if an item is unclear, or needs further clarification, Proposers may be requested to provide additional documentation.

1. Responsive and Responsible Proposer

Proposals and Proposers must meet all of the minimum qualification requirements stated in the RFP. Each proposal will first be reviewed to ensure the following items: proposal is received by date and time specified; proposal contains all the required documents (see Attachment 1, Required Attachment Checklist); and that the proposal meets the format requirements specified. A responsive proposal from a responsible Proposer is one that meets the definitions as stated below.

a) Definition of Responsive/Compliant Proposal:

A Proposer's solicitation response must be compliant with solicitation requirements without material deviation from the terms and conditions of the proposed contract. This includes but is not limited to, a proposal that complies with all RFP instructions, requirements, and one that submits all required documentation such as but not limited to: drawings, plans, specifications, references as stated in RFP, signed and completed certifications, or other documents requested and/or required within the time and date specified in this RFP.

A non-responsive proposal is one that *does not* meet the requirements stated in the RFP, fails to provide all required documents/ attachments, or proposals that deviate substantially from requirements. *A proposal that changes the terms and conditions of the RFP or the contract provisions will be considered a counterproposal and will be rejected as non-responsive.*

b) Definition of Responsible Bidder / Proposer:

The question of whether a particular Proposer is a responsible Proposer involves an evaluation of the Proposer's experience, facilities, reputation, financial resources, and other factors existing at the time of contract award. If determined to be not a responsible Proposer, your proposal will be rejected.

In determining whether a Proposer is a responsible Proposer, the Air Resources Board (ARB) may require Proposer(s) to submit evidence of their qualifications at such times, and under such conditions, as it may require.

B. Technical Evaluation

Phase 2: ARB will also conduct an evaluation of the Technical Proposal by an evaluation panel consisting of ARB employees. If deemed necessary, independent academic, technical or policy experts may be called upon to answer any specific questions regarding the responses to the RFP. These individuals will not participate in the scoring process.

1. Rating Criterion Guidelines

NOTE: There will be no individual sheets, no written scores, and no written notes. There will be one final score sheet for each proposer.

The evaluation team shall determine a consensus score for each scoring criteria below, based on the team's verbal discussion of each proposer's responses. To determine the consensus scoring, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

a) Experience (20 points).

Rate the proposer's experience and breadth of knowledge to establish GHG efficiency benchmarks for regulatory GHG cap-and-trade program. Also award points for exceeding the minimum qualifications (10 points). For petroleum refining sector, proposer has provided the reference to demonstrate that they have interacted with Solomon Associates to assess feasibility of Solomon's Energy Intensity Index (EII ®) and/or carbon weighted barrel approach for the purpose of establishing a benchmark for refining sector (10 points).

b) Work plan and Work Schedule (20 points).

For this criterion, reviewers will consider the following aspects of the proposals: availability of key personnel and number of hours devoted to each task (individual efforts as well as task totals); the feasibility of the project schedule, and proposed methods for measuring project progress against the plan. Reviewers will base their ratings according to at least these criteria: The proposal allocates time and resources in such a way that the objectives of the project will be met. Supervision and oversight are adequate for ensuring that the project will remain on schedule. The distribution of workload is appropriate for activities such as data analysis, report preparation, meetings, and travel.

c) Technical Approach to the Work (30 points).

[Section 3,1,2 -- Management Plan; and Section 3,1,3 -- Methodology] The purpose of this criterion is to provide proposers the opportunity to demonstrate their knowledge in the subject of the RFP and to lay the groundwork for the actual work to be performed for this project (10 points). The Proposer's Management Plan and Methodology are best explained in this portion of the proposal. This portion of the proposal should spell out, in adequate detail, exactly what the firm proposes to do to satisfy the requirements of the RFP (10 points). Also, as part of the criterion, proposers should demonstrate their understanding of the questions, or needs, that ARB is seeking to have addressed (10 points). The technical

approach and work plan are considered the heart of the proposal and will receive a high level of scrutiny. This part of the proposal will be compared against the RFP to ensure that all specified tasks and deliverables are responsive.

d) Cost (30 points).

This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by ARB for this contract (\$500,000.00). Any proposals submitted that are over the maximum expenditure/budgeted amount will be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion. All other technically qualified proposals will have their cost scored in proportion to the lowest-cost proposal, as shown in the example below. The following example shows how staff would prorate the score for four Proposers with varying cost proposals:

Maximum points possible: 30

Bidder A (lowest cost proposal): $(\$262,000/\$262,000) \times 30 = 30$ points

Bidder B: $(\$262,000/\$273,000) \times 30 = 28.7$ points

Bidder C: $(\$262,000/\$288,000) \times 30 = 27.2$ points

Bidder D: $(\$262,000/\$295,000) \times 30 = 26.6$ points

Preference and Incentive application:

Points for eligible small business and DVBE participation preferences, as explained in Section I.2 of this RFP, shall be calculated and applied after the technical and initial cost points have been calculated.

The amount of the small business preference is 5 percent. The amount of the DVBE participation incentive is based on the percentage of participation, up to 5 percent (see Attachment 6). The preference and/or incentive will be calculated by adding points to the score, as in the following example:

Example: If the highest total score is 70, then the small business preference, or DVBE incentive amount, would be $70 \times .05 = 3.5$ points. The points are then added to the score of the proposal with preference or incentive.

The evaluation team will abide by the following Scoring Methodology:

% of Points Awarded	Interpretation	General Basis for Point Assignment
0%	Inadequate	Fails to address the requirement(s) being scored or proposer does not describe any experience related to the requirement(s). The omission(s), flaw(s), or defect(s) are significant and unacceptable.
30%	Barely Adequate	Minimally addresses the requirement(s) being scored, but one or more major considerations of the requirement(s) are not addressed, or addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Proposal response (i.e. content and/or explanation offered) is adequate to meet ARB's needs, requirements or expectations. Any omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
80%	Good	Proposal response fully addresses the requirement(s) being scored. Good degree of confidence in the contractor's response or proposed solution. Minimal weaknesses are acceptable.
90%	Excellent	Proposal response fully meets ARB's needs, requirements or expectations with a high degree of confidence in the contractor's response or proposed solution. Proposer offers one or more enhancing feature, method or approach exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the contractor's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach, or an exceptional solution.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Methodology, the evaluation team will determine the percentage of points to be awarded to each requirement, and multiply that percentage by the total number of points available for that requirement to determine the score. Numbers will be rounded up or down to a full digit (e.g., 4.5 will be rounded up to 5, and 4.4 will be rounded down to 4). **NOTE: There will be no individual score sheets and no written notes.**

2. Sample Proposal Evaluation Form

Name of Proposer: _____

MINIMUM QUALIFICATIONS		Yes/No
Proposer has provided a list of publications on allocation methodology and/or benchmarking in mandatory GHG cap-and-trade system.		
Proposer has provided evidence that they currently are, or have officially been, involved the process to establish benchmarks for EU ETS.		
Proposer has provided evidence that they interacted with regulated industrial representatives (regulated sources or their trade associations) and/or technical experts to establish GHG emission efficiency benchmarks.		
If proposer has met all administrative requirements, and meets all minimum qualifications above, then a panel of three (3) or more ARB personnel will evaluate the proposer's submittal for the following items.		
<i>If minimum qualifications are NOT met, STOP HERE</i>		
<i>The minimum score required is 85, the maximum score possible is 100.</i>		
1. EXPERIENCE	Total Points Available 20	Points Awarded
Rate the proposer's experience and breadth of knowledge to establish GHG efficiency benchmarks for regulatory GHG cap-and-trade program. Also award points for exceeding the minimum qualifications	10	
For petroleum refining sector, proposer has provided the reference to demonstrate that they have interacted with Solomon Associates to assess feasibility of Solomon's Energy Intensity Index (EII ®) and/or carbon weighted barrel approach for the purpose of establishing a benchmark for refining sector.	10	
2. WORK PLAN AND WORK SCHEDULE	Total Points Available 20	Points Awarded
Ratings for: availability of key personnel and number of hours devoted to each task (individual efforts as well as task totals); feasibility of the project schedule; and proposed methods for measuring project progress against the plan. Reviewers will base their ratings according to at least these criteria: The proposal allocates time and resources in such a way that the objectives of the project will be met. Supervision and oversight are adequate for ensuring that the project will remain on schedule. The distribution of workload is appropriate for activities such as data analysis, report preparation, meetings, and travel.	20	

3. TECHNICAL APPROACH TO THE WORK	Total Points Available 30	Points Awarded
This part of the proposal will be compared against the RFP to ensure that all specified tasks and deliverables are responsive.		
Proposer demonstrated their knowledge in the subject of the RFP	10	
Proposer spelled out, in adequate detail, exactly what the firm proposes to do to satisfy the requirements of the RFP	10	
Proposer demonstrated their understanding of the questions, or needs, that ARB is seeking to have addressed	10	
4. COST	Total Points Available 30	Points Awarded
This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion. All other technically qualified proposals will be scored in proportion to the lowest-cost proposal.	30	
TOTAL POINTS	Maximum Available 100	SCORE

C. Proposal Rejection

1. Proposals must be submitted for the performance of all the services as described herein. Any deviation from the RFP will not be considered and may cause a proposal to be rejected.
2. Proposals must be complete in all respects as required by the RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected.
3. ARB reserves the right to reject any or all proposals for any reason. The State may reject any or all proposals and may waive any deviation deemed immaterial in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement. All deviations will be examined to determine whether the deviation is immaterial (e.g., errors in mathematical computation or spelling). **A material deviation will cause rejection of the proposal. A proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.** If a deviation is deemed immaterial, then the proposal will be processed as if no deviation has occurred.
4. Proposals that contain false or misleading statements, or which provide references, that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the due date and time specified in Section II, A., "Key Action Dates" will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section II, A. All such proposals received past the date and time will not be accepted, and will be returned, unopened.

D. Selection

1. If no proposals are received containing bids offering a price, which in the opinion of the ARB is a reasonable price, ARB is not required to award an Agreement (Public Contract Code 10344 (d)).
2. The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by the State and the Contractor is notified by the Contract Manager to begin work.
3. Contract shall be signed by the selected Proposer and returned within (5) five working days of receipt. If the selected Proposer refuses or fails to execute the contract, the ARB may award the contract to the Proposer with the second highest score.

E. Notice of Proposed Award

Notice of the proposed award shall be posted in a public place in the lobby on the 1st Floor of the Cal/EPA building at 1001 I Street, Sacramento, California, and online at <http://www.bidsync.com> for at least five (5) working days prior to awarding the Agreement.

Proposers have the right to protest the award of the Air Resources Board Agreements subject to the following grounds, processes and procedures.

Proposers may protest the proposed award by filing a notice of protest with the Air Resources Board and the Department of General Services, Office of Legal Services. The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

Protest notices should contain full contact information, including a fax number, and must be filed with both offices listed below:

Air Resources Board Contract Services Unit Attention: Manager 1001 I Street, 20 th Floor Sacramento, CA 95814 Phone Number: (916) 322-6712 Fax Number: (916) 327-2940	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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Within five (5) calendar days after filing a protest notice, the protesting Proposer shall file with the Department of General Services, Office of Legal Services and the Air Resources Board a detailed written statement specifying the grounds for the protest.

F. Standard Conditions of Service

1. Service shall be available no sooner than the express date set by the Air Resources Board and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Air Resources Board, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by the second responsive and responsible Proposer or by another Contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. The State does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The General Terms and Conditions GTC-610 may be viewed at Internet site www.dgs.ca.gov/contracts.

4. The selected proposer cannot subcontract out services without prior approval from ARB's contract coordinator as listed in the RFP or Standard Agreement Contract (STD 213). The ARB will review request for approval only after proposal has been accepted, deemed responsive and responsible, and awarded contract. If subcontracting is approved or allowed under terms of the proposal package, proposer **must submit** with the RFP, the following subcontractor information: business name, business address, phone number, Federal Identification Number, number of employees, financial statement, signed certification that business is qualified and licensed to do business in California, any other documents required such as license, performance bonds, insurance, etc., and a signed certification that subcontractor will abide by all terms and conditions as stated in proposal document and in Standard Contract Agreement.
5. No oral understanding or agreement shall be binding on either party.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECK LIST
For RFP # 10-115

Proposer's Name: _____

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section IV, A., 1, regarding "Responsive/Compliant Proposal" and "Responsible Bidder/Proposer."

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List (include this list with your proposal package)
_____ Attachment 2	Bidder Declaration GSPD-05-105 (original plus 5 copies) ONLY if you will be using subcontractors
_____ Attachment 3	Proposer References See Attachment 3 to this RFP for Proposer Reference Form
_____ Attachment 4	Certification of Compliance with the Darfur Contracting Act (Please read the instructions on the form carefully to determine if your firm must complete this form.)
_____ Attachment 5	Sample Agreement (does not need to be returned with proposal)
_____ Attachment 6	CA DVBE Bid Incentive Instructions (does not need to be returned with proposal)

Only the successful proposer will need to return the following documents, and only after award. They are included for reference only.

_____ Attachment 7	Contractor Certification Clauses (CCC) Contractor must sign and submit to the awarding agency, page one (1) of this form.
_____ Attachment 8	Payee Data Record (STD 204) Contractor must complete and submit to the awarding agency to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

ATTACHMENT 2 ~ Bidder Declaration (2 pages)

State of California—Department of General Services, Procurement Division

Solicitation Number 10-115

GSPD-05-105 (REV 8/09)

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None _____

b. Will subcontractors be used for this contract? Yes ___ No ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ___ No ___
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ___ No ___ N/A ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by the businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2(b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSD website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing.
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

ATTACHMENT 3 **PROPOSER REFERENCES FORM**

Submission of this attachment is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive.

Complete the below table listing information for three references illustrating at least three years of work experience related to the goals and objectives outlined in the RFP.

REFERENCE 1

Name of Firm

Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		

Brief Description of Service Provided

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

**ATTACHMENT 5
Sample Standard Agreement (Std 213)**

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER 10-115
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
Air Resources Board (ARB)
CONTRACTOR'S NAME
(Contractor)
- The term of this Agreement is: June 30, 2011 through 24 Months
- The maximum amount of this Agreement is: \$
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	X pages
Exhibit A, Attachment I, Proposal	X pages
Exhibit B – Budget Detail and Payment Provisions	X pages
Exhibit B, Attachment I, Proposer's Cost Sheet	X pages
Exhibit C* – General Terms and Conditions (GTC-610)	On-line
Exhibit D – Special Terms and Conditions	X pages
Exhibit E – Additional Provisions	X pages
Exhibit F – Sample Report Format	X pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Languag*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

STATE OF CALIFORNIA

AGENCY NAME Air Resources Board	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 1001 I Street, 20 th Floor, Sacramento, CA 95814	

California Department of General Services Use Only
<input type="checkbox"/> Exempt per:

EXHIBIT A **SCOPE OF WORK**

Contractor shall provide services in accordance with this Scope of Work and in accordance with Contractor's Proposal marked, "Exhibit A, Attachment 1," which is attached hereto and made a part of this Agreement.

Background

In 2006, the California Legislature passed and Governor Schwarzenegger signed AB 32, the Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006), which established a limit on Californian's GHG emissions.

In December 2010, Air Resources Board adopted cap-and-trade program resolution #10-42 and directed the Executive Officer to finalize the resolution. Under a cap-and-trade program, an overall limit on GHG emissions from capped sectors will be established. Facilities subject to the cap are required to surrender compliance instruments (allowances or offsets) that match their GHG emissions in metric ton of CO₂ equivalent (CO₂e).

AB 32 requires minimizing emissions leakage from industrial sectors, the adopted regulations stipulate the methodology to allocate a specified quantity of allowances to industrial sectors for free. The quantity of free allowances will be calculated based on a facility's previous year's production (output) level multiplied by a GHG emissions efficiency benchmark which is expressed as metric ton of GHG emission in CO₂e per unit of product output. A benchmark is used to reward the facilities that are more efficient or use cleaner fuels to reduce GHG relative to the benchmark, or performance standard, to produce the same product. Establishing benchmarks is a critical part of the program in order to ensure both environmental integrity (reward efficient operations to ensure GHG emission reductions) and economic integrity (minimize leakage).

Establishing a GHG emissions efficiency benchmark requires extensive interaction with stakeholders to accurately define the manufacturing process and its boundary, and quantify product output and emissions associated with the process. Thus far, European Union's Emissions Trading Scheme (EU ETS) is the only comprehensive regulatory GHG cap-and-trade program in the world that has established GHG emissions efficiency benchmarks for various industrial sectors through a stakeholder process based on the emissions data obtained through a mandatory GHG reporting requirement.

In general, the California cap-and-trade allocation scheme is similar to the EU ETS's benchmarking approach. However, on a sector-by-sector basis there are the critical details that need to be modified based on the business environment and resource availability unique to California. The California program will establish product output-based benchmarks for 10 sectors and thermal energy-based benchmarks for all the other sectors. While the proposed regulation identified specific product outputs for each benchmark, the numeric benchmark values will be finalized in changes to the regulation this year. In order to finalize the benchmark values, ARB needs to accumulate accurate and detailed knowledge pertaining to the EU ETS benchmarking process to determine what issues needs to be considered, what needs to be changed from their approach and what additional tools and data are needed.

Scope of Work

Over the duration of the contract, the Contractor, in conjunction with designated ARB staff, will conduct a study necessary to establish GHG emissions efficiency benchmarks in tons of CO₂e emitted per unit of output for the sectors specified in Table 1 to support the California cap-and-trade program. Benchmarks will be used to calculate the annual quantity of free allowances allocated to each eligible industrial facility. Covered sectors that do not conduct the operations specified in Table 1 will receive free allocation calculated based on thermal energy-based benchmarking.

The cap-and-trade regulation identified multiple sectors with specified product output as the sectors that require product output-based GHG emissions efficiency benchmarking as shown in Table 1. Covered industrial sectors that do not conduct manufacturing process specified in Table 1 will rely on thermal energy-based benchmarking for free allocation.

Table 1: Sectors that require GHG emissions efficiency benchmark

	Sector	Considered unit(s) for benchmark
1.	Oil and gas extraction	<ul style="list-style-type: none"> Barrel of crude oil
2.	Soda ash manufacturing	<ul style="list-style-type: none"> Ton of soda ash
3.	Paper and paperboard manufacturing	<ul style="list-style-type: none"> Air dried ton of different paper products
4.	Petroleum products manufacturing	<ul style="list-style-type: none"> Barrel of petroleum products Energy Intensity Index Carbon weighted ton/barrel
5.	Glass manufacturing (container, flat, fiber)	<ul style="list-style-type: none"> Ton of glass pulled (container, flat and fiber glass)
6.	Cement manufacturing	<ul style="list-style-type: none"> Ton of cement (clinker plus limestone and gypsum)
7.	Lime manufacturing	<ul style="list-style-type: none"> Ton of dolime and calcined byproduct produced
8.	Gypsum manufacturing	<ul style="list-style-type: none"> Ton of plaster Ton of plasterboard
9.	Steel making using electric arc furnace	<ul style="list-style-type: none"> Ton of steel
10.	Steel rolling	<ul style="list-style-type: none"> Ton of rolled steel
11.	Thermal energy-based (boiler efficiency or fuel mix)	N/A

The study will include four discrete tasks.

1. Analysis of EU ETS benchmarking process
 - For the sectors specified in Table 1, the Contractor will perform an analysis related to the EU ETS benchmarking process to identify technical/legal/political issues that are critical to be considered in order to establish environmentally sound benchmarks.
2. Scoping study of California covered industrial sectors
 - For the sectors specified in Table 1, the Contractor will perform an analysis in collaboration with ARB staff to understand manufacturing operations (which includes co-generation facilities) occurring in California to appropriately establish benchmarks by taking into consideration the issues identified in Task 1.
3. Sector-by-sector analysis
 - For the sectors specified in Table 1, the Contractor will perform a sector-specific study in collaboration with ARB staff to establish benchmark values in ton of CO₂e per unit of product output. If product output-based benchmark is not feasible, the Contractor will work with ARB to establish an alternative methodology. This task will involve deep knowledge of complex operations such as petroleum refining.
 - Each sector is assigned a subproject number and treated as an itemized task in the cost proposal

The product of tasks 1-3 will be delivered to ARB in the form of a report and incorporating all analyses above. Reference Exhibit F, Sample Report Format.

4. Stakeholder interface
 - The Contractor will be part of a stakeholder interface by participating in workshops or other forums to provide technical expertise to help ARB address issues and concerns that may be raised from stakeholders.

GHG emissions efficiency benchmark:

Product based GHG emissions efficiency benchmarks will be derived by dividing the sum of sector-wide GHG emission by the sum of sector-wide product output and applying an appropriate stringency metric. The sectors for which product output-based benchmark is not feasible will rely on a thermal energy-based benchmark. A thermal energy-based benchmark will be derived by dividing the sum of sector-wide GHG emissions by the sum of sector-wide energy consumption. If neither approach can be established for any sector, an alternative methodology must be developed and presented to ARB.

The values will be derived by determining the following:

- Define manufacturing process and its boundary with associated output;
- Define emissions that need to be included;
- Define geographic scope and data source.

In order to establish benchmark values appropriately, the following detailed list of tasks will be performed by the contractor:

Tasks

1. Analysis of EU ETS benchmarking process

This task must be completed in the first 3 weeks of the contract term.

An EU-wide GHG allowance trading scheme (EU ETS) was implemented in January 2005 in accordance with the Greenhouse Gas Emission Allowance Trading Directive (EU, 2003). The program covers some 11,000 power stations and industrial plants in 30 countries.

In Phase I (2005 ~ 2007) and Phase II (2008 ~ 2012), the program design for allocation methodologies were largely left to Member States including free allocation provisions to industrial sectors. In order to harmonize allocation methodologies among Member States in Phase 3, the European Commission issued a Draft Commission Decision to determine EU-wide rules for harmonized free allocation¹ (the Decision) in December 2010. The Decision includes the provision for free allocation to industrial sectors based on harmonized GHG emissions efficiency benchmark values. As shown in Table 2, the EU has gone through an extensive stakeholder process and data gathering in order to finalize the proposed benchmark values.

Table 2: EU ETS benchmarking process timeline

Task	Timeline
Form informal technical working group Data collection and further work with consultants	2009
Stakeholder consultation	2010
Draft Decision	End 2010
Adoption	Early 2011

Through a process that involved Member States, various stakeholders, third party consultants and experts, EU defined basic principles, identified manufacturing process and output for which a benchmark is established, determined system boundary and examined data needs.

The contractor will conduct a study that reviews and evaluates the EU ETS benchmarking process and includes the following:

1. Review of overall approach and process
2. Identify key issues that need to be resolved
 - Technical issues
 - Legal issues
 - Policy considerations

¹ http://ec.europa.eu/clima/documentation/ets/docs/decision_benchmarking_15_dec_en.pdf

2. Scoping Study

This task must [be completed in the first 6 weeks of the contract term.](#)

Based on Task 1 (analysis of EU ETS benchmarking process), the contractor, in conjunction with designated ARB staff, will perform a scoping study for covered industrial sectors under California cap-and-trade that include followings:

- Define manufacturing activities and outputs considering the issues identified through EU ETS rulemaking process
- [Review data source and geographic scope](#) to derive appropriate benchmarks

3. Sector-by-sector

The Contractor will, in conjunction with ARB, perform a sector-by-sector analysis to define manufacturing activities and output, establish a methodology to associate GHG emissions to defined activities and address sector-specific issues that need to be addressed. ARB staff identified and discussed perceived issues for covered industrial sectors in a Staff report for the proposed cap-and-trade regulations² Appendix J, section D.f.5 -- Sector-by-Sector Choice of Output Metrics and Relationship to Mandatory GHG Emissions Reporting Requirements. Each sector will be assigned a subproject number and treated as an itemized task in cost proposal.

- Review and analyze three alternatives for refining sector
 - Simple barrel approach
 - Solomon's Energy Intensity Index (EII) approach
 - Solomon's Carbon weighted ton (Carbon weighted barrel was used in EU ETS) approach
- Seek appropriate datasets/methods to be used for the sectors for which there are limited number of facilities in California
 - Paper and paperboard
 - Steel
 - Lime
 - Soda Ash
 - Gypsum
 - Other, as identified
- Identify potential issues that have not been identified in Staff report

4. Stakeholder interaction

The Contractor shall be available to assist ARB staff in communicating with stakeholders to address their questions, concerns or suggestions in the form of workshop (face-to-face meeting), teleconference, email or other correspondence methods.

² The proposed regulation package for cap-and-trade has been published on October 2008, 2010. See <http://www.arb.ca.gov/regact/2010/capandtrade10/capandtrade10.htm>

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Project Representatives

The project representatives during the term of this agreement will be:

State Agency: Air Resources Board	Contractor:
Section/Unit:	Section/Unit:
Name:	Name:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Direct all administrative inquiries to:

State Agency: Air Resources Board	Contractor:
Section/Unit: Contract Services Section	Section/Unit:
Attention: Andrea Sutton	Attention:
Phone: 916 / 324-2186	Phone:
Fax:	Fax:
Email:	Email:

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice, the State agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto as Exhibit B, Attachment 1, and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate, not more frequently than monthly in arrears to:

Air Resources Board
Attn: Accounting Section
P.O. Box 1436
Sacramento, CA 95812-1436

2. Progress Payments

Progress payments are permitted for work performed under this contract. Ten percent (10%) of each invoiced amount shall be withheld pending final completion of the contract, and receipt and acceptance by the ARB Contract Manager of a final invoice.

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

5. Travel and Per Diem

- A. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to State of California employees or verification supplied that indicates such rates are not available to Contractor. All travel reimbursements and per diem shall be at the rates set by Department of Personnel Administration. Currently, State of California travel rates are posted on the internet at:
<http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>
- B. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site www.ols.dgs.ca.gov

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB within ten (10) days of discovery of the problem. Within ten (10) days, the ARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be

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terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

ARB reserves the right to amend this agreement for additional time and/or additional funding.

7. Commercial General Liability Insurance

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned.

8. Workers' Compensation/Employer's Liability Insurance

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

9. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall

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include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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EXHIBIT E **ADDITIONAL PROVISIONS**

1. DVBE Audit

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three years after final payment under this Agreement.

2. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

3. Priority Hiring Considerations

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a proposal to State, Contractor agrees to comply with this provision of the Agreement.

5. Sole Proprietor

If signing this Agreement as a sole proprietor, Contractor certifies they are not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 USC 1601, et. seq.)

6. Copyrightable Materials

A. ARB reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, ARB shall have the sole and exclusive right, title, and interest (including trade secret and copyright

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interests) in the copyrightable materials. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to ARB.

- B. ARB, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said copyrightable materials. Contractor and his or her subcontractors agree to cooperate with and assist ARB to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
- C. Contractor and his or her subcontractors shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of ARB.
- D. Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of ARB.
- E. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

7. Recycling

- A. Contractor agrees to use janitorial supplies (if necessary and when required) containing recycled paper products only.
- B. Contractor agrees to use recycled paper only, unless the proposed printing job cannot be done on recycled paper.
- C. Contractor agrees to use recycled solvents.

8. Confidentiality

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- B. Ensure that Contractor's employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

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- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- D. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.
- E. Ensure that any ARB provided Conflict of Interest and Confidentiality statement is signed and returned to ARB by all applicable Contractor personnel.

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EXHIBIT F **SAMPLE REPORT FORMAT**

The contract Final Report (Report) is as important to the contract as the research itself. The Report is a record of the project and its results, and is used in several ways. Therefore, the Report must be well organized and contain certain specific information. Provided below is guidance on preparing the report and a sample report format.

Legibility. Each page of the approved Final Report must be legible and camera-ready.

Binding. The draft Report, including its appendices, should be either spiral bound or stapled, depending on size. The revised Report and its appendices should be spiral bound, except for two unbound, camera-ready originals.

Cover. Do not supply a cover for the Report. The ARB will provide its standard cover.

One-sided vs. two-sided. To conserve paper, both the draft Report and the revised Report, except for the unbound camera-ready copies, should be printed on both sides of the page. **The unbound camera-ready copies must be printed on only one side of the page.**

Title. The title of the Report should exactly duplicate the title of the contract unless a change is approved in writing by the Project Representative.

Spacing. In order to conserve paper, copying costs, and postage, please use single or one-line (1) spacing.

Page size. All pages should be of standard size (8 ½" x 11") to allow for photo-reproduction.

Large tables or figures. Foldout or photo-reduced tables or figures are not acceptable because they cannot be readily reproduced. Large tables and figures should be presented on consecutive 8 ½" x 11" pages, each page containing one portion of the larger chart.

Color. Printing should be black on white only.

Corporate identification. Do not include corporate identification on any page of the Final Report, except the title page.

Unit notation. Measurements in the Reports should be expressed in metric units. However, for the convenience of engineers and other scientists accustomed to using the British system, values may be given in British units as well in parentheses after the value in metric units. The expression of measurements in both systems is especially encouraged for engineering reports.

Section order. The Report should contain the following sections, in the order listed below:

Title page
Disclaimer
Acknowledgments
Table of Contents

List of Figures
List of Tables
Abstract
Executive Summary
Body of Report
References
List of inventions reported and copyrighted materials produced
Glossary of Terms, Abbreviations, and Symbols
Appendices

Page numbering. Beginning with the body of the Report, pages should be numbered consecutively beginning with "1", including all appendices and attachments. Pages preceding the body of the Report should be numbered consecutively, in ascending order, with small Roman numerals.

Title page. The title page should include, at a minimum, the contract number, contract title, name of the principal investigator, contractor organization, date, and this statement: "Prepared for the California Air Resources Board and the California Environmental Protection Agency"

Disclaimer. A page dedicated to this statement should follow the Title Page:

The statements and conclusions in this Report are those of the contractor and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

Acknowledgments. Only this section should contain acknowledgments of key personnel and organizations that were associated with the project. The last paragraph of the acknowledgments should read as follows:

This Report was submitted in fulfillment of [ARB contract number and project title] by [contractor organization] under the [partial] sponsorship of the California Air Resources Board. Work was completed as of [date].

Table of Contents. This should list all the sections, chapters, and appendices, together with their page numbers. Check for completeness and correct reference to pages in the Report.

List of Figures. This list is optional if there are fewer than five illustrations.

List of Tables. This list is optional if there are fewer than five tables.

Abstract. The abstract should tell the reader, in non-technical terms, the purpose and scope of the work undertaken, describe the work performed, and present the results obtained and conclusions. The purpose of the abstract is to provide the reader with useful information and a means of determining whether the complete document should be obtained for study. The length of the abstract should be no more than about 200 words. Only those concepts that are addressed in the executive summary should be included in the abstract.

Example of an abstract:

A recently developed ground-based instrument, employing light detecting and ranging (lidar) technology, was evaluated and found to accurately measure ozone concentrations at altitudes of up to 3,000 meters. The novel approach used in this study provides true vertical distributions of ozone concentrations aloft and better temporal coverage of these distributions than other, more common methods, such as those using aircraft and ozone sonde (balloon) techniques. The ozone and aerosol measurements from this study, in conjunction with temperature and wind measurements, will provide a better characterization of atmospheric conditions aloft and the processes involved in the formation of unhealthy ozone concentrations than can be achieved with traditional ground-based monitors.

Executive Summary. The function of the executive summary is to inform the reader about the important aspects of the work that was done, permitting the reader to understand the research without reading the entire Report. It should state the objectives of the research and briefly describe the experimental methodology (methodologies) used, results, conclusions, and recommendations for further study. All of the concepts brought out in the abstract should be expanded upon in the Executive Summary. Conversely, the Executive Summary should not contain concepts that are not expanded upon in the body of the Report.

The Executive Summary will be used in several applications as written; therefore, please observe the style considerations discussed below.

Limit the Executive Summary to two pages, single spaced.

Use narrative form. Use a style and vocabulary level comparable to that in Scientific American or the New York Times.

Do not list contract tasks in lieu of discussing the methodology.

Discuss the results rather than listing them.

Avoid jargon.

Define technical terms.

Use passive voice if active voice is awkward.

Avoid the temptation to lump separate topics together in one sentence to cut down on length.

The Executive Summary should contain four sections: Background, Methods, Results, and Conclusions, described below.

THE BACKGROUND SECTION. For the Background, provide a one-paragraph discussion of the reasons the research was needed. Relate the research to the Board's regulatory functions, such as establishing ambient air quality standards for the protection of human health, crops, and ecosystems; the improvement and updating of emissions inventories; and the development of air pollution control strategies.

THE METHODS SECTION. At the beginning of the Methods section, state what was done in general, in one or two sentences.

The methodology should be described in general, non-technical terms, unless the purpose of the research was to develop a new methodology or demonstrate a new apparatus or technique. Even in those cases, technical aspects of the methodology should be kept to the minimum necessary for understanding the project. Use terminology with which the reader is likely to be familiar. If it is necessary to use technical terms, define them. Details, such as names of manufacturers and statistical analysis techniques, should be omitted.

Specify when and where the study was performed, if it is important in interpreting the results.

The findings should not be mentioned in the Methods section.

THE RESULTS SECTION. The Results section should be a single paragraph in which the main findings are cited and their significance briefly discussed. The results should be presented as a narrative, not a list. This section must include a discussion of the implications of the work for the Board's relevant regulatory programs.

THE CONCLUSIONS SECTION. The Conclusions section should be a single short paragraph in which the results are related to the background, objectives, and methods. Again, this should be presented as a narrative rather than a list. Include a short discussion of recommendations for further study, adhering to the guidelines for the Recommendations section in the body of the Report.

Body of Report. The body of the Report should contain the details of the research, divided into the following sections:

INTRODUCTION. Clearly identify the scope and purpose of the project. Provide a general background of the project. Explicitly state the assumptions of the study.

Clearly describe the hypothesis or problem the research was designed to address. Discuss previous related work and provide a brief review of the relevant literature on the topic.

MATERIALS AND METHODS. Describe the various phases of the project, the theoretical approach to the solution of the problem being addressed, and limitations to the work. Describe the design and construction phases of the project, materials, equipment, instrumentation, and methodology. Describe quality assurance and quality control procedures used. Describe the experimental or evaluation phase of the project.

RESULTS. Present the results in an orderly and coherent sequence. Describe statistical procedures used and their assumptions. Discuss information presented in tables, figures and graphs. The titles and heading of tables, graphs, and figures, should be understandable without reference to the text. Include all necessary explanatory footnotes. Clearly indicate the measurement units used.

DISCUSSION. Interpret the data in the context of the original hypothesis or problem. Does the data support the hypothesis or provide solutions to the research problem? If appropriate, discuss how the results compare to data from similar or related studies. What are the

implications of the findings? Identify innovations or development of new techniques or processes. If appropriate, discuss cost projections and economic analyses.

SUMMARY AND CONCLUSIONS. This is the most important part of the Report because it is the section that will probably be read most frequently. This section should begin with a clear, concise statement of what, why, and how the project was done. Major results and conclusions of the study should then be presented, using clear, concise statements. Make sure the conclusions reached are fully supported by the results of the study. Do not overstate or over interpret the results. It may be useful to itemize Secondary results and conclusions. A simple table or graph may be used to illustrate.

RECOMMENDATIONS. Use clear, concise statements to recommend (if appropriate) future research that is a reasonable progression of the study and can be supported by the results and discussion.

References. Use a consistent style to fully cite work referenced throughout the Report and references to closely related work, background material, and publications that offer additional information on aspects of the work. Please list these together in a separate section, following the body of the Report. If the Report is lengthy, you may list the references at the end of each chapter.

List of inventions reported and publications produced. If any inventions have been reported, or publications or pending publications have been produced as a result of the project, the titles, authors, journals or magazines, and identifying numbers that will assist in locating such information should be included in this section.

Glossary of terms, abbreviations, and symbols. When more than five of these items are used in the text of the Report, prepare a complete listing with explanations and definitions. It is expected that every abbreviation and symbol will be written out at its first appearance in the Report, with the abbreviation or symbol following in parentheses [i.e., carbon dioxide (CO₂)]. Symbols listed in table and figure legends need not be listed in the Glossary.

Appendices. Related or additional material that is too bulky or detailed to include within the discussion portion of the Report should be placed in appendices. If a Report has only one appendix, it should be entitled "APPENDIX". If a Report has more than one appendix, each should be designated with a capital letter (APPENDIX A, APPENDIX B). If the appendices are too large for inclusion in the Report, they should be collated, following the binding requirements for the Report, as a separate document. The Project Representative will determine whether appendices are to be included in the Report or treated separately. Page numbers of appendices included in the Report should continue the page numbering of the Report body. Pages of separated appendices should be numbered consecutively, beginning at "1".

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ATTACHMENT 6
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS
(09/03/09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

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INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

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FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including:
Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):
The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the

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ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

**ATTACHMENT 7
Contractor Certification Clauses**

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

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2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

Attachment 8 (page 2)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKS, EXCEL 9/22/2004)

<p>1</p>	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code</p>
<p>2</p>	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
<p>3</p>	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
<p>4</p>	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
<p>5</p>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
<p>6</p>	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

Question and Answers for Bid #10-115 - Establish GHG Emissions Efficiency Benchmarks for Covered Industrial Sectors

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Aug 2, 2011 3:00:00 PM PDT