



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1f

Meeting Date: August 4, 2011

Subject: Award of Contract for Procurement and Installation of Lower Emission School Bus Retrofit Devices

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Learning Support Unit/Department: Administrative Services

Recommendation: Approve contract with Emissions Retrofit Group, Inc.

Background: The Lower Emission School Bus Program (LESBP) was established in 2000 and is administered by the Sacramento Metropolitan Air Quality Management District (SMAQMD) as a grant program to equip public school buses with retrofit devices using particulate traps. Air pollution from diesel vehicles has particular health implications for children. The primary goal of the LESBP is to reduce school children's exposure to cancer-causing and smog-forming pollution by encouraging the use of emission control retrofit devices on school buses.

At the January 15, 2009 Board Meeting, Resolution #2546 was approved authorizing the Superintendent or designee to apply for funding and execute the grant agreement(s) under this program. In its application, the district was required to designate a qualified vendor for the filters (particulate traps). The district designated Emissions Retrofit Group Inc., as the proposed vendor for the particulate traps. V@A&Co's grant application was recently approved for an award of \$504,248 for the particulate traps. Staff has been notified that SMAQMD will not permit the district to contract with a vendor other than those designated in the grant application.

Normally, the Public Contract Code would require that a contract for this work be

is practically impossible to obtain what is required through a competitive bid (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App,3d 631.)

contracting with Emissions Retrofit Group, Inc. would be incongruous with the public policy requiring competitive bidding, and would result in a loss of grant eligibility and cancellation of the project.

Financial Considerations: Potential loss of \$504,248.

Documents Attached:

1. Air Quality Management District Notification
2. Proposal from Emissions Retrofit Group

Estimated Time: N/A

Submitted by: Patricia A. Hagemeyer, Chief Business Officer

Approved by: Jonathan P. Raymond, Superintendent



May 31, 2011

VET-09-0062 (E)
Chuck Ernst
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824-4704

Dear Chuck Ernst,

Thank you for participating in the Lower-Emission School Bus Program. You may now order and purchase the new equipment and begin installation of the new equipment identified in Agreement # VET-09-0062.

I have enclosed one original executed Agreement (# VET-09-0062) between Sacramento City Unified School District and the Sacramento Air Quality Management District (AQMD).

SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT

This Agreement (Agreement) is between the Sacramento Metropolitan Air Quality Management District

1.9 SMAQMD Resolution No. 2008-031 authorized the Air Pollution Control Officer (APCO), in consultation with the SMAQMD Council, to implement the LESBP in Sacramento and administer the Program for

other, smaller air districts in California.

1.10 Under LESBP, the SMAQMD will provide financial incentives for the installation of CARB Verified Level 2 (Type 1) diesel particulate filter (DPF) on public school buses that operate in the State of California

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[Redacted]

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[Redacted]

[Redacted]

[Redacted]

2.1.21 "Verified" means a device, fuel, or system that is verified by CARB or EPA to reduce emissions from a mobile source by a verified amount.

2.1.22 "Verified Level 3+" means emission reduction technologies that: (i) achieve at least an 85 percent or greater reduction in PM or less than 0.01 g/bhp-hr emission level and, (ii) do not exceed the baseline NO₂ emissions of the engine it is installed on by more than 20 percent beginning January 1, 2009.

2.2 Agreement: The Participant agrees to retrofit the existing diesel school buses identified in Exhibit B by installing a [redacted] and to meet the minimum [redacted]

2.4.2 **Operation:** Meet the operational requirements of Exhibit C for each item of New Equipment described in Exhibit B, and (i) operate the New Equipment in a manner that is consistent with ~~the~~ ~~Program~~ ~~the~~ ~~terms~~ ~~of~~ ~~this~~

- (iv) It will not make any modifications to, or tamper with the New Equipment, engine, emission control system or any recording devices on the New Equipment, and will not modify engine performance (including changes in horsepower), emission characteristics, engine emission components (not including repairs with substantially similar original equipment manufacturer replacement parts), or the engine's emission control function in any manner.

(iv) Vehicle Identification Number, model year, manufacturer, engine model year, horsepower rating, serial number, and fuel type of each existing school bus retrofitted under this Agreement

(v) Data logging results and cost, if necessary

(vi) Cost of DPF equipment and installation for each existing school bus including tax

(vii) Cost of the DPF electric infrastructure described in Exhibit B.

(viii) Cost of de-ashing system(s) and spare back-up filter(s) related to the retrofit device described in Exhibit B.

(ix) Date Participant accepted delivery of each retrofitted school bus

(x) Odometer reading on the date each retrofitted school bus is delivered and accepted by

Participant

2.7.3 DMV Registration: If the New Equipment is an on-road vehicle, a copy of the DMV registration

obligations established in this Agreement or outlined in the Lower-Emission School Bus
Program Guidelines or the Health and Safety Code. If the Agreement is terminated, the
[REDACTED]

[REDACTED]

listed in Appendix E of the 2008 LESBP Guidelines and any applicable documents listed in subsequent LESBP Guidelines. Adherence at the time of contract execution. Participant must

... (b) (5) - AUCMMD's security interest in the New Equipment will continue in full

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(i) The Participant suffers catastrophic loss.

(ii) Any other event has occurred or is likely to occur that could impair the Participant's ability to

perform the conditions of this Agreement.

3.9 **Amendment:** No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.

performance of any part of this Agreement.

3.17 Waiver of Agreement Provisions: Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right under this Agreement.

3.18 Time: Time is of the essence with respect to the timely performance of each provision of this Agreement.

3.19 Severability: If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect the validity or enforceability of any other provision of this Agreement.

- (i) Arises from, or are alleged to arise from, any breach of the responsibilities required of Participant by this Agreement, or
- (ii) Are related in any way to the Equipment described in Exhibit C, including any and all liability for general, special, consequential or other damages arising from the use of the Equipment by

by Participant.

3.26 **Force Majeure:** If performance by CARB, the SMAQMD, or the Participant of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the

states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement; including the following Disclosure Agreement:

Disclosure Agreement

[REDACTED]

on DE-05-010-03 (Level 3 plus) CA/LCE/2005/PM3+/N00/ON/DPF01

all business SB/DVBE # 46543

warranty included in price (as per standard ECS & Cleaire warranty).

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quired for either product

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CONTACT: Matthew Verdin
Regional Sales
Emissions Retrofit Group
916-468-9046
866-336-3396 Fax
4/7/2011

ed

Labor	Parts
	\$ 3,354.00
on Filters \$ 12,500.00	

\$ 12,500.00 \$ 3,354.00

Subtotal \$ 15,854.00
5%) \$ 293.48

Total \$ 16,147.48