## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1f

Meetin	g Date: August 4, 2011
<u>Subjec</u>	<u>t</u> : 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

**<u>Learning Support Unit/Department</u>**: Administrative Services

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**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 (As@al^\) of exposure to cancercausing 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@ Åãa dãæ 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.)

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**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.

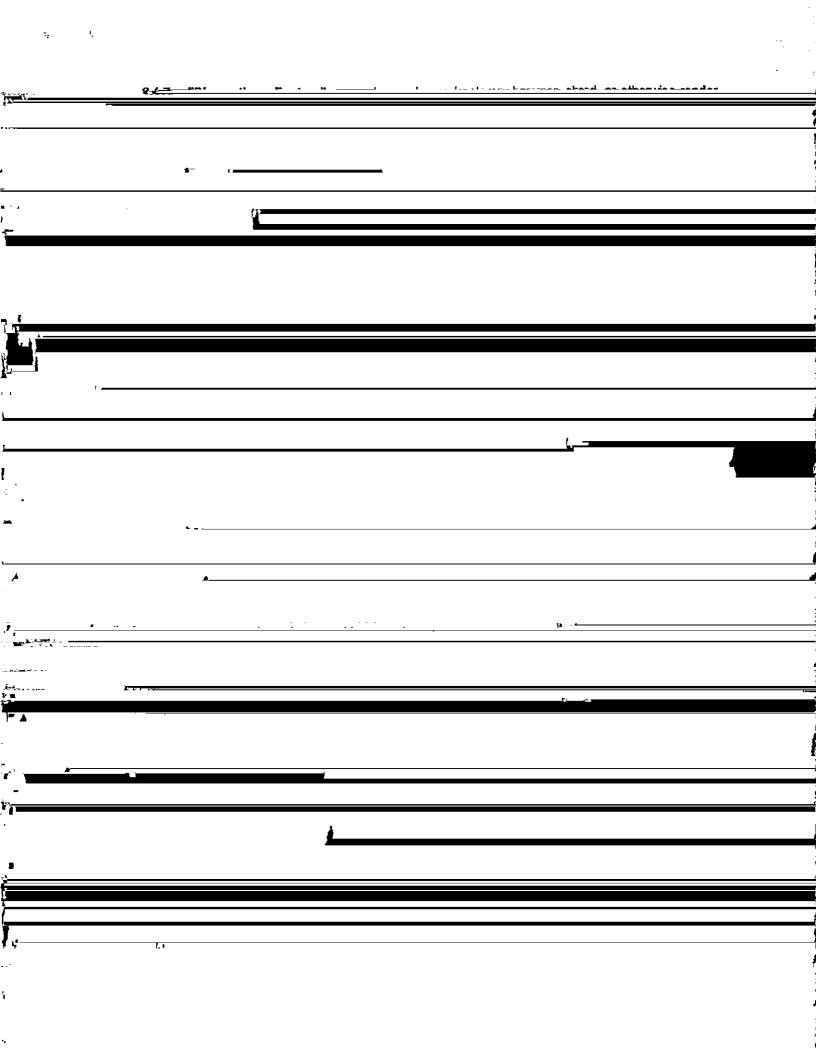
I have enclosed one original executed Agreement (# VET-09-0062) between Sacramento City Unified

## Agreement Number VET-09-0062

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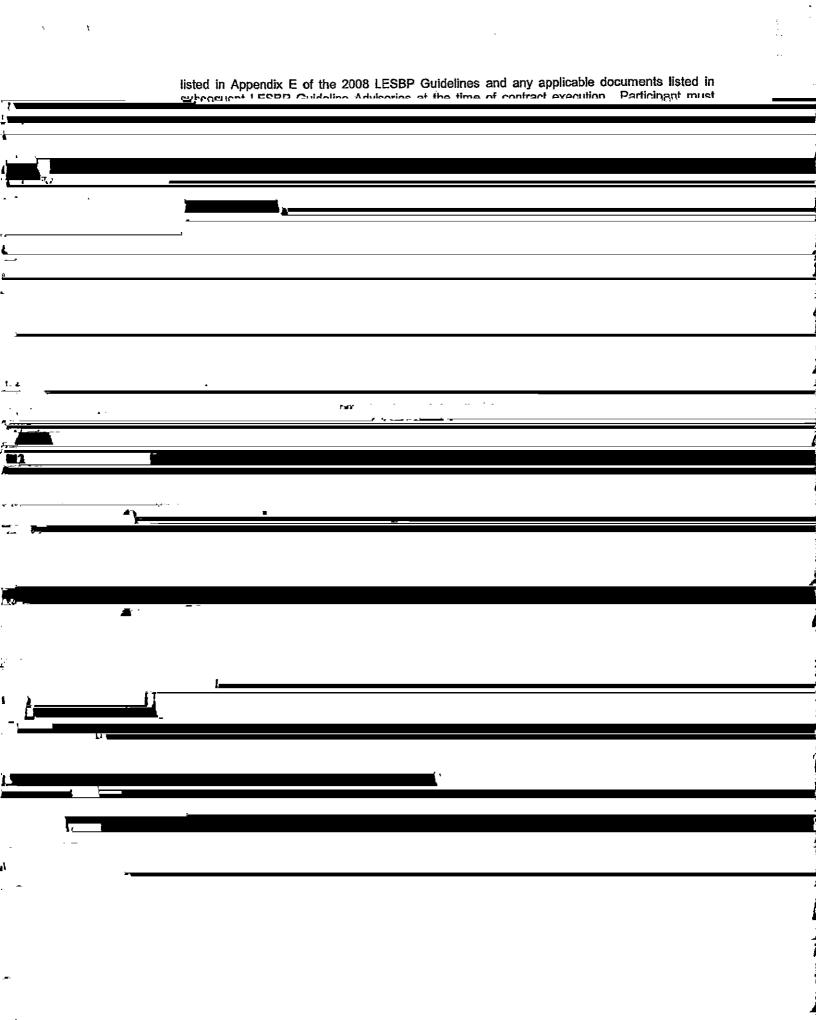
2.1.21 "Verified" means a device, fuel, or system that is verified by CARB or EPA to reduce emissions from a mobile source by a verified amount. 2.1.22 "Verified Level 3+" means emission reduction technologies that: (i) achieve at least an 85 percent or greater reduction in PM or less than 0.01 g/bhp-hr emission level and, (ii) do not exceed the baseline NO<sub>2</sub> emissions of the engine it is installed on by more than 20 percent beginning January 1, 2009. Agreement: The Participant agrees to retrofit the existing diesel school buses identified in Exhibit B by 2.2

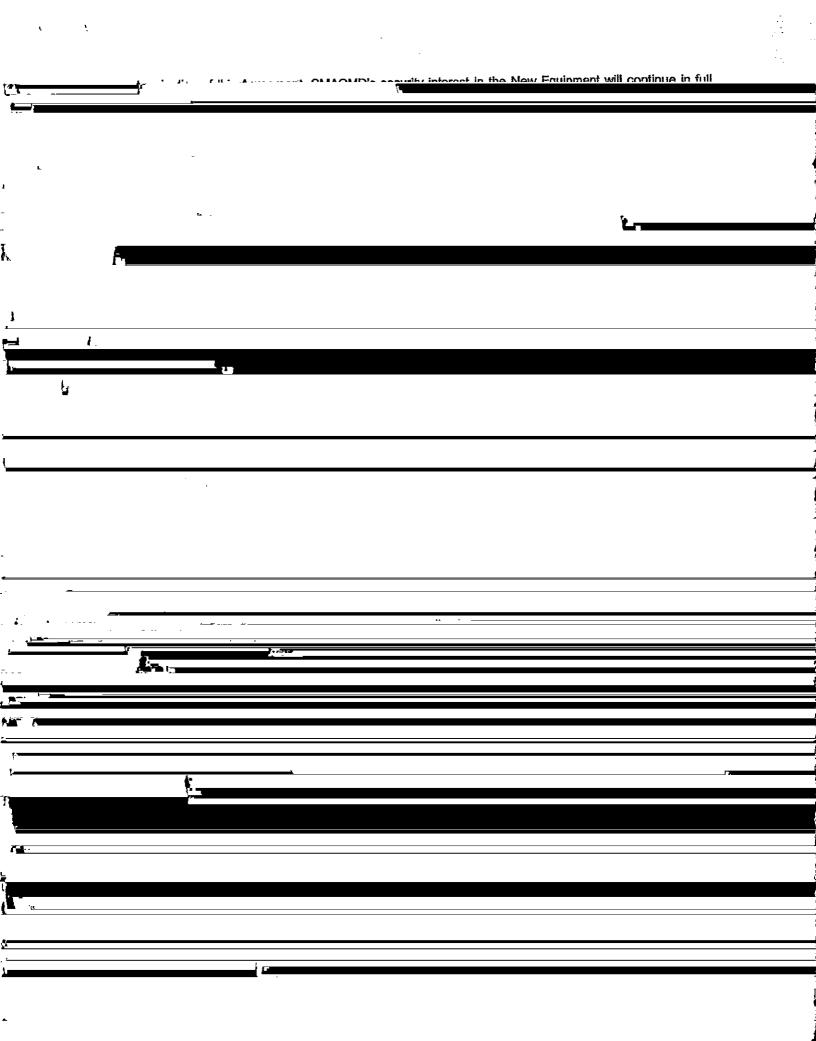
2.4.2 Operation: Meet the operational requirements of Exhibit C for each item of New Equipment	
described in Exhibit B, and (i) operate the New Equipment in a manner that is consistent with	<u> </u>
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It will not make any modifications to, or tamper 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 (iv) 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	
		(Y)	Data logging results and cost, if necessary	
		<u>.                                    </u>		
		405	Out of DDD and and installation for each existing school bus including toy	,;
		(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.	٠
		(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	;
3	•	(54)	Odameter randing on the data each retrofitted school has is delivered and accepted by	
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	-		Participant	
	2.7.3	DMV	Registration: If the New Equipment is an on-road vehicle, a copy of the DMV registration	
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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 <u>ه ، آگر ، ا</u>





		(i)	The Participant suffers catastrophic loss.	•
		(i)	Appenther event has accurred or is likely to accur that could impair the Participant's ability to	
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			perform the conditions of this Agreement.	٠.
	3.9	Amen	idment: No amendment, alteration or variation of the terms of this Agreement is valid unless	`.
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•		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	•
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	3.18	Time: Time is of the essence with respect to the timely performance of each provision of this	• •

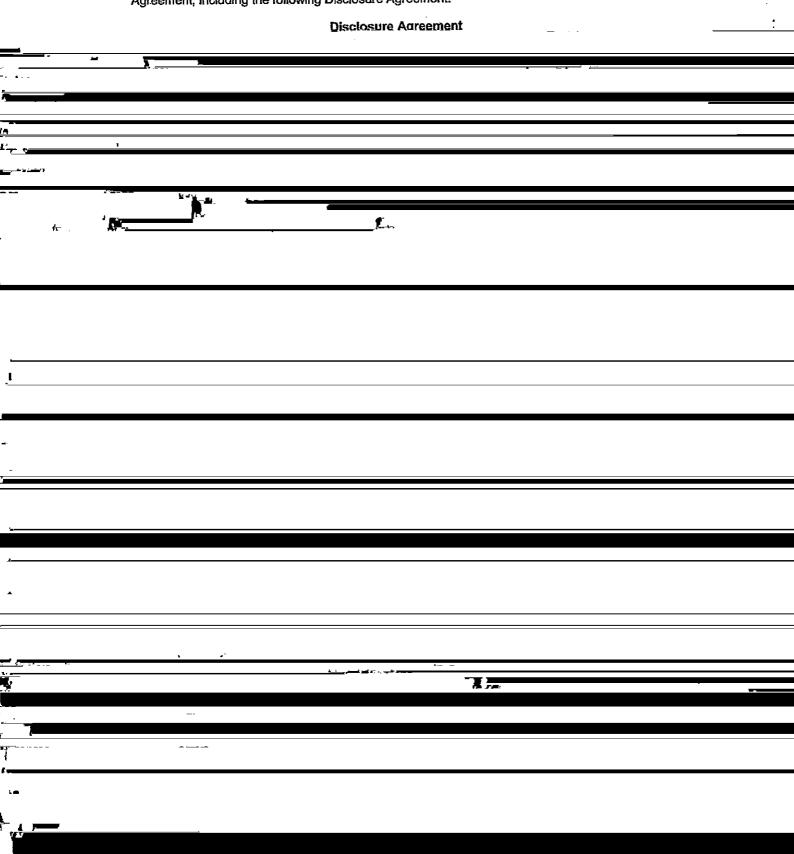
Severability: If any provision of this Agreement is held invalid or unenforceable, its invalidity or

Agreement.

3.19

	<b>(i)</b>	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	.*.
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3.26	Force Underta	Majeure: If performance by CARB, the SMAQMD, or the Participant of any of its obligations or akings 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:



	CT: Matthew Verdin Regional Sales Sions Retrofit Group 916-468-9046 866-336-3396 Fax 7-Dec-10	abor Parts ,550.00 \$ 14,636.00 ,550.00 \$ 14,636.00		,550.00 \$ 14,636.00  .550.00 \$ 14,636.00  .195.00 \$ 11,327.78	\$271,468 \$23,753 \$295,221 \$342,961	PF01	
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on DE-05-010-03 (Level 3 plus) CA/LCE/2005/PM3+/N00/ON/DPF01 all business SB/DVBE # 46543 anty included in price (as per standard ECS & Cleaire warranty). lation or electrical infrastructure if applicable tired for either product ks after receipt of (purchase) order (ARO)

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

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	Labor	Parts	
		\$ 3,354.00	99.
on Filters \$	\$ 12,500.00		
	\$ 12,500.00	\$ 3,354.00	00.
	Subtotal	\$ 15,854,00	8
2%)		\$ 293	293.48
	Total	\$ 16,147.48	48

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