



# Request for Proposals: Technical Assistance—GHG Reduction Program

SAN LUIS OBISPO COUNTY AIR POLLUTION CONTROL DISTRICT  
3433 ROBERTO CT ♦ SAN LUIS OBISPO ♦ CALIFORNIA 93401 ♦ (805) 781-5912

**PROJECT: DEVELOPMENT OF A GREENHOUSE GAS REDUCTION PROGRAM FOR ENERGY RETROFIT PROJECTS FOR RESIDENTIAL DWELLING UNITS**

## **SECTION 1 - GENERAL INFORMATION**

### 1.1 Purpose

The purpose of this request for proposals (RFP) is to provide interested consultant firms with sufficient information concerning the services desired by the San Luis Obispo County Air Pollution Control District (APCD). This information is intended to enable the firms to prepare and submit proposals to provide technical assistance for the development of a greenhouse gas reduction program for energy retrofit projects for residential dwelling units.

### 1.2 Right of Rejection

The APCD reserves the right to reject any or all proposals received as a result of this request. The APCD will not pay for any information contained in the proposals obtained from participating firms. The APCD is not liable for costs incurred by firms prior to issuance of a contract. The APCD also may negotiate separately with any source in any manner necessary to serve the best interest of the APCD. This request for proposals is made for informational and planning purposes only. Awards (if made) will not be made solely on the basis of proposals resulting from this request.

### 1.3 How to submit Proposals

In order for proposals to be examined and evaluated the APCD is requesting four (4) copies of the proposals and four (4) copies of any supportive materials with a CD of all materials provided included in the proposal. Proposals must be delivered no later than 5:00 P.M., October 20, 2014. Please ship copies so as to insure prompt delivery to:

SLO COUNTY AIR POLLUTION CONTROL DISTRICT  
3433 ROBERTO COURT  
SAN LUIS OBISPO, CA 93401

Once submitted, the proposals and any supplementary documents become the property of the APCD.

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1.4 Acceptance of Proposal Content

If a contract is awarded as a result of a response to this request, the APCD will select the successful firm as quickly as possible after the final date for receipt of the proposals. However, final award is contingent upon successful contract(s) negotiation.

It is likely that the content of the proposal of the successful bidder will be used in a legal contract of agreement. Bidders should be aware that methods and procedures proposed could become contractual obligations.

1.5 Inquiries

If the consultant has any questions in regard to this RFP, contact: Greg Tholen at gmtholen@gmail.com.

1.6 Contract Amount

The consultant shall prepare a cost estimate based upon the services requested in this RFP. A cost estimate should be developed for each task identified in section 2.1 in this RFP. The document produced from this contract shall be bid at a firm, fixed price, while staff meetings and public hearings shall be bid on a time and materials basis. **The work shall not exceed \$80,000.**

1.7 Project Background

The APCD seeks to retain the services of a contractor to provide technical assistance to the Planning & Outreach Division in the development of a greenhouse gas (GHG) reduction program for energy retrofit projects for existing (built) residential dwelling units (Retrofit Program). The Retrofit Program is intended to be used to mitigate GHG emissions for CEQA mitigation.

The program is based on the Residential Retrofit Planning Study<sup>1</sup> (Planning Study) prepared for the County of San Luis Obispo Department of Planning and Building. The study provides results of an investigation into the characteristics of existing housing stock in San Luis Obispo County (SLOC) – including age, size and climate zone location – and, using California Energy Commission-certified computer home-energy modeling software (MICROPAS), predicts the impacts of different energy improvements on homeowner utility bills, county-wide carbon reduction and the home building job market.

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<sup>1</sup> Residential Retrofit Planning Study, County of San Luis Obispo, California, April 2011

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After further analysis of the Planning Study the APCD has decided to move forward with development of a Retrofit Program. Fulfillment of this contract will lead to implementation of the Retrofit Program within the District.

1.8 Project Description

The District seeks a consultant to provide emissions quantification of GHG reductions from various energy efficiency components to be implemented through the Retrofit Program. A major product of this contract is to address and meet the criteria of the California Association of Air Pollution Control Officers Association's (CAPCOA) Greenhouse Gas Reduction Exchange (GHG Rx) Case-by-Case Protocol.

Another major product of this contract is to provide co-benefiting emissions reduction quantification for criteria pollutants; nitrogen oxides (NO<sub>x</sub>), volatile organic compounds (VOC), and particulate matter (PM<sub>2.5</sub>, PM<sub>10</sub>); for each of the various energy efficiency components.

Energy efficiency components analyzed under this contract may include, but are not limited to:

- a. Whole home weatherization;
- b. Whole home insulation of ducting and/or attic, walls, subflooring;
- c. Passive attic ventilation;
- d. Space heating and cooling upgrades;
- e. Water heating upgrade;
- f. Window/door upgrades;
- g. Water use efficiency, including:
  1. Gray water/rainwater systems;
  2. Low-flow water fixtures;
  3. Water-efficient landscape irrigation.

1.9 Project Management

A separate contractor currently under contract with the APCD will be the Project Manager for this project. The consultant hired under this contract will work primarily with the Project Manager.

**SECTION 2 - SCOPE OF WORK**

2.1 Tasks

The consultant is expected to perform the following tasks:

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- a. In consultation with APCD staff and the Project Manager, finalize the energy efficiency components (measures) to be analyzed for the Retrofit Program and CAPCOA GHG Rx-qualified protocol.
- b. Ensure that the Retrofit Program components and energy efficiency measures address the criteria for “high quality credits” as defined in CAPCOA’s GHG Rx Appendix D (Case-by-Case Protocol); i.e., ensure that credits generated by the Retrofit Program are:
  1. Real,
  2. Additional/Surplus,
  3. Quantifiable,
  4. Validated,
  5. Enforceable, and
  6. Permanent.
- c. Quantify GHG, VOC, NO<sub>x</sub>, PM10 and PM2.5 emission reductions for each of the energy efficiency components identified in Task a. above for each of the two climate zones in the District.
- d. Calculate the normalized cost of each measure and annualized \$/ton reduced.<sup>2</sup>
- e. Stratify findings by 1) dwelling unit vintage based on Title 24 energy requirements and 2) climate zones.
- f. Identify sensible groups or “packages” of various energy efficiency measures that are appropriate for residential dwelling units. Packages should be stratified from simple and low cost to all encompassing, whereby more complex packages are fashioned to build upon simpler, lower cost packages.
- g. Identify synergistic effects, if any, and additional emission reductions, from packaging various energy efficiency measures.<sup>3</sup>
- h. Prepare a technical report documenting the results of Tasks a. through g.
- i. Prepare a report demonstrating that the Retrofit Program meets all of the criteria necessary to qualify for the GHG Rx Case-by-Case Protocol, and, if any criteria therein cannot be met, explain why and suggest possible changes that will allow the criteria to be met. The product for this task shall follow the format as defined in the CAPCOA GHG Rx.

2.2 Deliverables

The format for all text documents, tables, charts, and illustrations shall be 8-1/2 x 11 vertical. If oversize inclusions are necessary, they will be 11 x 17. Document covers

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<sup>2</sup> Use cost effectiveness calculation methodologies presented in Carl Moyer program guidelines Appendices C and G. Defensible project lives need to be defined for each measure. A reasonable example is a Capital Recovery Factor that needs to be used and stated with the caveat that for implementation of specific projects the then current CRF would be used for the project’s actual cost effectiveness.

<sup>3</sup> For example, Passive Attic Ventilation coupled with attic and/or Whole Home Insulation may provide greater reductions than either measure installed alone.

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for all related documents shall be coordinated so they appear as a "set". Draft and final documents shall be two-sided, black ink, on white or light recycled stock paper.

Deliverables shall include:

- a. Five (5) copies and one (1) electronic copy including Word and Excel files of the draft report. The draft report shall include all findings and supporting documentation needed to complete Section 2.1—Tasks.
- b. Five (5) copies and one (1) electronic copy of the final report. The final report shall include all findings and supporting documentation surviving the draft report and additional documentation required to support responses to APCD Staff comments on the draft report.

### **SECTION 3 - PROPOSAL CONTENT**

#### 3.1 Form

Proposals and supporting materials shall be submitted in bound copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in Section 2 of this RFP. Please also send an electronic copy of the proposal to [aarlingenet\\_apcd@co.slo.ca.us](mailto:aarlingenet_apcd@co.slo.ca.us)

#### 3.2 Personnel and Experience

Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Describe specifically, the firm's experience with calculating GHG emission reductions from energy saving devices. Summarize past projects of a similar nature that the consultant's firm has completed. If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance.

#### 3.3 Coordination

Describe the process for maintaining a close working relationship between the consultant, the APCD and the Project Manager. Considerable merit will be placed on a relationship in which APCD staff and Project Manager are frequently and completely briefed on all work in process.

#### 3.4 Task Timetable and Cost Estimates

The proposal shall contain the tasks required to complete the project with a time frame for each task. The proposal shall include a table that specifies the following for each task: assigned personnel, number of hours to be spent, rate/hour, total cost.

#### 3.5 Scope of Work Revisions:

The consultant is encouraged to contribute creative ideas to this Scope of Work. If the consultant identifies areas of concern or alternative methodologies not

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mentioned in this request, they should be described in the consultant's proposal and included in the cost estimate.

**SECTION 4 - CRITERIA FOR EVALUATION OF PROPOSAL**

The APCD will evaluate the proposals based on but not limited to the following criteria:

- 4.1 Understanding of the Scope of Work to be performed
  - a. Demonstrated understanding of the project objectives.
  - b. Consultant's approach to accomplishing the scope of work.
  - c. Timetable and costs for completing the project.
  
- 4.2 Consultant's Methods and Procedures to be used
  - a. Consultant's general approach to evaluating the issues.
  - b. Complete description of the procedures and analytical methods to be utilized.
  
- 4.3 Management, Personnel and Experience
  - a. Qualifications of each participant and overall "skill mix" for the firm.
  - b. Experience and performance on projects of a similar nature.
  - c. Information obtained by contacting references listed by the consultant.
  
- 4.4 Consultation and Coordination with APCD
  - a. Procedures to be used to ensure close contact between consultant, APCD and Project Manager.
  - b. Demonstrated experience in working with local government.
  
- 4.5 Cost Estimates
  - a. Are professionals and nonprofessionals used for the appropriate tasks in the proposal?
  - b. What quality of product will be delivered for the consultant's fee?
  - c. Are the cost estimates reasonable for the work product proposed?

**SECTION 5 - SCHEDULE**

<u>Milestone</u>	<u>Time Frames</u>
a. RFP Published	Sep 2, 2014
b. Proposals Due	Oct 20, 2014
c. Consultant Selection	Nov 17, 2014
d. Contract Approved	Dec 12, 2014

**SECTION 6 - EXISTING INFORMATION**

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6.1 Background Information

To provide background information and facilitate the timely preparation of proposals and the environmental documents, the following documents are available for review:

- a. Residential Retrofit Planning Study, County of San Luis Obispo, California, April 2011  
(<http://www.slocleanair.org/programs/climatechange.php>)
- b. CAPCOA Greenhouse Gas Reduction Exchange (GHG Rx) Case-by-Case Protocol (<http://www.ghgrx.org>)
- c. Climate Action Plans for cities/county in SLO County region  
(<http://www.slocleanair.org/programs/climatechange.php>)

**SECTION 7 - INDEMNIFICATION**

The APCD will require the successful bidder to indemnify the APCD as follows. These provisions will become contractual obligations.

7.1 Indemnification Agreement

(1) Except as provided in paragraph (2) below, Consultant shall defend, indemnify and save harmless the APCD, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Consultant's independent contractor status that would establish a liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Consultant or his agents, employees or other independent Consultants directly responsible to Consultant; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Consultant or Consultant's agents, employees or other independent Contractors and the APCD, its agents, employees or independent Contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the APCD.

**SECTION 8 - INSURANCE**

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The APCD of San Luis Obispo will require the successful bidder to provide insurance as follows. These provisions will become contractual obligations.

8.1 Insurance Requirements

Consultant shall not perform any work under the Contract until it has obtained insurance complying with the provisions of this section, delivered a copy of each insurance policy to the APCD, and obtained APCD approval of all such policies. Companies authorized to do business in California shall issue said policies. Consultant shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

a. Professional Liability Insurance

Contractor shall maintain professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000 per occurrence to cover all services rendered by Contractor pursuant to this contract.

b. Comprehensive Liability Insurance and Automobile Insurance

Consultant shall maintain comprehensive general and automobile liability insurance, which shall cover claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of the contract, including, without limitation, acts involving automobiles. The policies shall provide not less than \$1,000,000.00 single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage. The following endorsements must be attached to the policy:

1. If the policy covers on an "accident" basis, it must be changed to an "occurrence" basis.
2. The Comprehensive Liability Insurance policy must cover personal injury as well as bodily injury.
3. The Comprehensive Liability Insurance policy must have blanket coverage of contractually assumed liability, subject to the limitations of the policy.
4. The policy must have a "Cross Liability" ("Severability of Interests") endorsement such that each insured is covered as if separate policies had been issued to each insured.
5. The APCD, its officers, employees and agents shall be named as additional insured's under the Comprehensive Liability Insurance policy, and the policy shall provide that the insurance will operate as primary insurance and that no other insurance affected by the APCD will be called upon to contribute to a loss hereunder.

c. Workers' Compensation Coverage

In accordance with the provisions of " 3700 et seq." of the Labor Code, Consultant is required to be insured against liability for workers compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of the work covered by this Contract.



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d. Certification of Coverage

Prior to commencing work under the contract, Consultant shall furnish APCD with the following for each insurance policy required to be maintained by this contract:

1. A copy of the entire policy and not just the "face sheet" or proof of coverage (except that no copy of Consultant's workers' compensation policy need be provided).
2. A certificate of insurance including certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the APCD.

e. Effect of Failure or Refusal

If Consultant fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to furnish APCD with the certifications required by subparagraph 7.1 b.4. above, APCD shall have the right, at its option, to forthwith terminate the Contract for cause.

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