

Sacramento Valley Basinwide Air Pollution Control Council

Request for Proposals

Basin Burn Coordinator



Release Date December 01, 2017

Submittal Date: February 01, 2018

I. PURPOSE

The Sacramento Valley Basinwide Air Pollution Control Council (BCC) is soliciting requests for proposals in accordance with the schedules in Section VII to fill a vacancy of the Basin Coordinator Position. This position also acts as the Smoke Management Program Coordinator (SMPC) as specified in the Smoke Management Program (SMP).

This position is predominantly during the intensive rice burn season, generally September 15 through November 30, but has other responsibilities throughout the year. The position works as an independent consultant in conjunction with staff at the California Air Resources Board and the local air districts in the Sacramento Valley.

Entities with the proposal that is selected must enter into a two year contract with the BCC. Public and private entities are eligible to apply either individually or in combination for this contract. All proposals will be evaluated to ensure they meet the requirements listed in Section IV.

II. BACKGROUND

The BCC is a public agency authorized pursuant to California Health and Safety Code Section (HSC) §40900. The BCC consists of an elected official of, and designated by, the air pollution control district governing board of each air district within the Sacramento Valley Air Basin (SVAB).

The SVAB is comprised of the Butte County Air Quality Management District, the Colusa County Air Pollution Control District, the Feather River Air Quality Management District, the County of Glenn Air Pollution Control District, the Placer County Air Pollution Control District, the Sacramento Metropolitan Air Quality Management District, the Shasta County Air Quality Management District, the Tehama County Air Pollution Control District, and the Yolo-Solano Air Quality Management District.

The BCC carries out the following activities pursuant to State law and the California Code of Regulations [reference California Health and Safety Code (HSC) §41865 and §41866; California Code of Regulations (CCR) §80100 et. seq.]:

- A. Smoke Management Program (SMP)
- B. Rice Straw Burning Reduction Act of 1991
- C. Conditional Rice Straw Burning Permit Program for the Sacramento Valley Air Basin

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- D. Assist Districts in the Sacramento Valley Air Basin in coordinating all air pollution control activities to ensure that the entire Sacramento Valley Air Basin is, or will be, in compliance with the requirements of State and Federal law.

For more information about the BCC you can visit the webpage at <http://www.airquality.org/svbcc>.

The SMP is prepared by the Technical Advisory Committee (TAC) and the BCC of the SVAB pursuant to §41863 of the HSC and §80140(a) of Subchapter 2, Smoke Management Guidelines for Agricultural and Prescribed Burning of Title 17 of the CCR. The SMP officially took effect on October 30, 2001. In accordance with the CCR, Title 17, §80140(c), the SMP of the SVAB is designated as a regional smoke management program. The Air Resources Board has the sole authority to approve the SMP (§80140(e-i)); pursuant to §80140 (k and l), any amendments to the program must be submitted to the Air Resources Board for approval within 30 days after adoption by the BCC and may require modifications as necessary.

The SMP applies to all agricultural burning that is conducted at all elevations in the SVAB, as defined by §80101(a) of Title 17 of the CCR. Policies and procedures apply throughout the year unless otherwise specified in the SMP with some requirements specific to the fall burning season.

HSC §80155 specifies the requirement for a basin coordinator to consult with the ARB meteorologist on real time meteorological and air quality data to establish theoretical maximum allocation and initial allocation for open burning. The SMP names this basin coordinator position as the Smoke Management Program Coordinator (SMPC) and lists it as a program participant. For the purposes of this RFP, the basin coordinator specified by law and the SMPC is the same position.

III. PROJECT TERM

The contract term shall be from July 1, 2018 to June 30, 2020 and may be renewed thereafter upon determination of satisfactory performance and mutual consent.

IV. CONTRACTOR DELIVERABLES AND REQUIREMENTS

A. GENERAL REQUIREMENTS

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1. Review each BCC and TAC agendas to participate in those meetings where agricultural burning or SMP items are on the agenda.
 - i. Provide technical assistance to the TAC and BCC.
 - ii. Comment and provide recommendations regarding TAC and BCC positions on basin air quality issues.
2. As requested by the TAC or BCC, present the SMP and/or Rice Straw Burning Reduction Act information to the ARB and District boards, and other entities on matters of public outreach, public information, and education related to agricultural burning in the basin.
3. Forward all public requests for information to the chairperson of the BCC for further direction and/or response.
4. Provide, maintain, and backup all software and data for operational activities required by the SMP.
5. Facilitate the administration and follow all written guidelines and requirements detailed in the SMP that pertain to the SMPC.

B. SACRAMENTO VALLEY SMOKE MANAGEMENT PROGRAM (SMP)

1. Maintain an annual list of proposed revisions, suggestions, and recommendations to the SMP, including those necessary pursuant to the CCR and the HSC.
2. Facilitate the annual review and necessary revisions to the SMP.
3. For the BCC meeting of December of each year, report to the BCC and TAC on the intensive fall burn season along with any proposals for changes to the SMP. This report shall include, but not be limited to, the following:
 - i. Acreage burned by type and location.
 - ii. Complaints made to ARB and districts.
 - iii. Number of burn days and wet days.
 - iv. Number of acreage shift days.
 - v. Air quality and meteorological data.
4. For the BCC meeting in June, present for adoption the proposed TAC approved SMP to use for the following Fall Burn Season. If there are no specific revisions to the SMP proposed, a hearing is not required, but the SMPC will present to the BCC the outcome of the annual review and revision process and the SMP with updated dates of implementation.
5. Submit the BCC approved SMP or the current SMP with updated dates of implementation to the ARB by July 1st of each year.
6. Provide a general listing of needed program data to each District and Agricultural Commissioner including the authority for the data collection, the required format, and the schedule of due dates to the SMPC.
7. Collect, maintain, and analyze rice burning data in support of the

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implementation and reporting requirements relative to the Rice Straw Burning Reduction Act and the Conditional Rice Straw Burning Permit Program, including, but not be limited to:

- i. Running totals of burned rice acreage.
 - ii. Data collection and analysis to facilitate the announcement of the annual rice burning limit that must be made by the BCC pursuant to the Conditional Rice Straw Burning Permit Program.
 - iii. Running totals by Districts or counties through the following August 31st with one summary report at the end of August showing status against the annual 125,000 acre or 25% rice burning limit.
 - iv. The statistics listed in the Conditional Rice Straw Burning Permit Program under the SMP.
8. Prepare draft annual reports for review by the TAC and BCC and submit the approved final reports to ARB and CDFA.
 9. Provide an interim report to the TAC in October showing the rice burning status against the annual 125,000 acre or 25% rice burning limit.
 10. Provide an interim report to the TAC at the end of December showing status of the annual 125,000 acre or 25% rice burning limit.

C. INTENSIVE FALL BURN ACTIVITIES

1. Further detail on the activities can be found in the SMP. A current copy of the SMP is attached to this RFP as Attachment A.
2. On pre-storm days coordinate special notice procedures.
3. On regular days collect meteorological and air quality data (typically no later than 8:00 A.M.)
4. Collect daily ready file and summary data from each District
5. Communicate initial burn day decision and upload files to the website at 8:15 a.m.
6. Make joint decisions with the ARB on the initial acreage allocation.
7. Calculate daily acreage distributions for each District
8. Communicate daily acreage distributions to the Districts by 9:00 a.m. and upload to the website.
9. Collect meteorological and air quality data, including, but not limited to, airports, AMOS sites, ARB and District air quality monitors.
10. Handle Districts' requests for acreage updates in the distribution of acres.
11. Contact the ARB for additional acreage when conditions warrant.
12. Upload the 11:00 a.m. update file with any ARB acreage updated decisions along with any extended burn hours, if applicable.
13. Assist Districts requesting advice on burning decisions.
14. Coordinate and communicate with Districts, ARB, and the Program

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Meteorological Contractor.

15. Revise archive files as Districts provide corrections to burn and complaint data throughout fall.
16. Share data with ARB and regularly discuss program progress and issues as needed.
17. Consult with ARB and the BCC Meteorological Contractor on any system breakdowns and data anomalies.
18. Test communications with Districts by September 15th of each year for the transmittal of the ready file and summary data through the Internet.

D. SPRING BURN ACTIVITIES

1. Further detail on the activities can be found in the SMP (Attachment A)
2. Assist Districts with questions and issues regarding allocation decisions from the ARB.

E. EDUCATION AND TRAINING

1. Assist District staff in the interpretation of the SMP.
2. Provide training to District staff at the direction of the TAC.
3. Provide coordination and liaison services among SMP participants.

F. DATA AND RECORDS MAINTENANCE

1. Collect, analyze, and archive fall burn program data including, but not limited to:
 - i. AMOS and airport meteorological data.
 - ii. ARB air quality data.
 - iii. PM2.5 data from ARB.
 - iv. Written correspondence with ARB, Western Weather Group, and Districts.
 - v. Daily program allocation, distribution, weather and air quality data files.
 - vi. Daily burning information as requested.
 - vii. Prescribed fires including fires in adjoining air basins.
2. Maintain general agricultural burning statistics and related information including, but not limited to:
 - i. Ready acres by county and entire Basin.
 - ii. Burned acres by county and entire Basin.
 - iii. Air quality particulate data.
 - iv. Meteorological ventilation factors.
 - v. Complaints to ARB and districts.

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- vi. Emission factors for agricultural burning including prescribed burning.
- vii. Maps of burn zones.
- viii. ARB air quality data.

V. BUDGET

The past budget for this work was \$50,000 per year.

VI. EVALUATION CRITERIA

All proposals will be evaluated using the following criteria:

- 1. Meteorological experience
- 2. Air quality experience
- 3. Liability Insurance
- 4. Submitted plan of how each element will be done as per Section VII
- 5. References

VII. TENTATIVE SCHEDULE

RELEASE OF REQUEST FOR PROPOSALS	December 1, 2017
PROPOSALS DUE	February 1, 2018
TAC AND BCC REVIEW AND EVALUATION	February 1, 2018 - May 2018
CONTRACTS APPROVED BY BCC & CONTRACTOR	June 2, 2018
EFFECTIVE START	July 1, 2018

VIII. CONTENTS OF PROPOSALS

Submitted proposals must follow the format outlined below with all requested information supplied. Failure to submit proposals in the required format may result in elimination from proposal evaluation, at the BCC's discretion.

All proposals shall be submitted on white paper and stapled (not bound). The maximum acceptable length is ten (10) 8 1/2" x 11" sheets of paper in addition to the Cover Letter and Proposal Summary Form. These ten sheets may be printed on both sides.

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The submitted proposal shall include the following documents:

Cover Letter – Must include the name, address, telephone number and contact person for the proponent, and be signed by the person or persons authorized to represent the proposing entity.

Description of Qualifications

Description of how each deliverable will be achieved

References

Cost Breakdown

IX. SUBMISSION OF PROPOSALS

All proposals must be submitted according to specifications set forth in Section VII – Contents of Proposal and this section. **Failure to adhere to these specifications shall be cause for rejection of proposal.**

Signature – All proposals shall be signed by an authorized representative.

Copies – The project proponent shall submit **1 complete copies** of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the proponent. In addition a copy of the proposal shall be submitted electronically to gailbccsec@outlook.com

Due Date - All proposals shall be postmarked no later than **5:00 p.m., February 1st, 2018**, and mailed to:

Gail Williams
BCC Secretary/Treasurer
PO Box 2994
Paradise, CA 95967

Late proposals will not be accepted.

Grounds for Rejection – A proposal shall be rejected if:

1. It is received at any time after the date and time set for receipt of proposals, or
2. It is signed by an individual not authorized to represent the project

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- proponent.
3. Determined to be incomplete or non-responsive.

Applicants should contact Christopher D. Brown at Feather River AQMD (apco@fraqmd.org) (530) 634-7659 x 203 if they have any questions regarding this request for proposals.

Disposition of Proposals – The BCC may reject any or all proposals. All proposals become property of the BCC.

Modification or Withdrawal – Once submitted, proposals may not be altered without the prior written consent of the BCC. All proposals shall constitute firm offers and shall not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

X. CONTRACT PREPARATION

Proponents whose proposal is selected must enter into a written contract with the BCC as a condition of entering into a contract. Contract preparation shall begin immediately upon approval of proponent by the BCC and shall be reviewed and approved for legal form by the Counsel.

The contract may include, at the BCC's discretion, provisions requiring the proponent to carry insurance in amounts and coverage deemed adequate by the BCC and to indemnify the BCC and its officers, employees, and agents against all liabilities arising from the proponent's acts or omissions. It also may require adequate record keeping.

The Contract will include the following provision that must be agreed to by the Contractor relating to work product and intellectual property: "I acknowledge that the BCC shall be the sole owner of all the results and proceeds of my service hereunder, including but not limited to, all patents, patent applications, patent rights, formulas, copyrights, inventions, developments, discoveries, other improvements, data, documentation, drawings, charts, and other written, audio and/or visual materials relating to equipment, methods, products, processes, or programs in connection with or useful to the business of the BCC which I, by myself or in conjunction with any other person, may conceive, make, acquire, acquire knowledge of, develop or create during the term of my employment hereunder that (i) relate to or are useful in connection with any business now or hereafter carried on or contemplated by the BCC, including developments or expansions of its present fields of operations, (ii) resulted or result from any work performed by me for the BCC or any of its clients or customers; or (iii) resulted or result from the use

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of the premises or personal property (whether tangible or intangible) owned, leased, or contracted for by the BCC (collectively, the "Work Product"). I hereby agree that any Work Product shall be the property of the BCC and, if subject to copyright, shall be considered a "work made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"). If and to the extent that any such Work Product is found as a matter of law not to be a "work made for hire" within the meaning of the Act, I hereby expressly assign to the BCC all of my right, title, and interest in and to the Work Product, and all copies thereof, and the copyright, patent, trademark, trade secret, and all other proprietary rights in the Work Product, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on my part. I agree to make full disclosure to the BCC of all such writings, inventions, improvements, processes, procedures and techniques, and shall do everything necessary or desirable to vest the absolute title thereto in the BCC. I agree to write and prepare all specifications and procedures regarding such inventions, improvements, processes, procedures and techniques and otherwise aid and assist the BCC so that the BCC can prepare and present applications for copyright or patents therefore and can secure such copyright or patent wherever possible, as well as reissues, renewals, and extensions thereof, and can obtain the record title to such copyright or patents so that the BCC shall be the sole and absolute owner thereof in all countries in which it may desire to have copyright or patent protection. I understand and agree that I will not be entitled to any additional or special compensation or reimbursement regarding any and all such writings, inventions, improvements, processes, procedures and techniques. In the event that the BCC is unable, after reasonable effort, to secure my signature on any patent, copyright, or other analogous protection relating to Work Product, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint The BCC and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright and other analogous protection with the same legal force and effect as if personally executed by me.