



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. The district'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 competitively bid. However, relevant case law provides that competitive bidding is not required: (1) where bids work an incongruity and are unavailing as affecting the final price, (2) where competitive proposals do not produce any advantage for the public, or (3) where it

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

The district's circumstances support application of this exception. Prohibiting the district from 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.

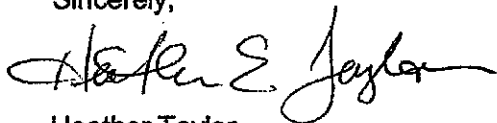
I have enclosed one original executed Agreement (# VET-09-0062) between Sacramento City Unified School District and the Sacramento Air Quality Management District (SMAQMD).  throughout the term of your contract as you may need to refer to it from time to time to ensure you are meeting the program guidelines and requirements.

Before completion of the project, please complete the following steps and provide the necessary paperwork for each school bus.

- (1) Notify me when the diesel exhaust retrofit identified in Exhibit B of the Agreement has been installed and the school bus has been inspected by the California Highway Patrol (CHP).
- (2) Provide a copy of certificate of liability insurance with a minimum of \$1,000,000 coverage with SMAQMD named as an additional insured and loss payee.
- (3) Provide a copy of your final purchase invoice for the equipment.
- (4) A payment request document will be sent to you to from the SMAQMD after the retrofitted bus has been inspected by the CHP and SMAQMD staff. Please have the authorized signatory sign and return the payment request document to ensure payment.

Thank you for helping to clean the air in your air district region and please don't hesitate to contact me at (916) 874-4889 with any questions.

Sincerely,



Heather Taylor
Air Quality Engineer
Lower-Emission School Bus Program

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
LOWER-EMISSION SCHOOL BUS PROGRAM – EXHAUST RETROFIT AGREEMENT**

This Agreement (Agreement) is between the Sacramento Metropolitan Air Quality Management District (SMAQMD), a California local public agency and Sacramento City Unified School District (Participant).

1.0. Recitals

- 1.1. The SMAQMD is part of the Federal Sacramento Ozone Nonattainment Area (SFNA or Nonattainment Area). (A map of the Nonattainment Area is included in Exhibit A) Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants. The majority of NOx in the Sacramento Nonattainment Area is generated by vehicles, including heavy-duty vehicles and engines.
- 1.2. The SMAQMD is the local agency within the boundaries of Sacramento County with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuel programs, and motor vehicle use reduction measures under Health and Safety Code Section 40961.
- 1.3. The SMAQMD is authorized by Health and Safety Code Sections 41062(a) and 41082 to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission vehicles.
- 1.4. Through a series of SMAQMD Board of Directors actions beginning in 1996, the SMAQMD adopted the Heavy-Duty Low Emission Vehicle Incentive Program (HDLEV Program), and authorized the Air Pollution Control Officer, in consultation with the SMAQMD Counsel, to make revisions to the Program from time to time. The HDLEV Program incorporates the Lower-Emission School Bus Program (LESBP). Both the HDLEV Program and LESBP are incorporated by reference into this Agreement and will be referred to collectively as the "Program."
- 1.5. The LESBP was established by the CARB in 2000 as a grant program to fund the purchase of new school buses to replace old, high-polluting public school buses, and to equip in-use diesel public school buses with retrofit devices. The primary goal of this program is to reduce school children's exposure to both cancer-causing and smog-forming pollution. The replacement of old, high-emitting public school buses and the addition of diesel particulate filters (DPF), also known as retrofit devices, significantly reduce both NOx and toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.6. The California Air Resources Board (CARB) has defined particulate matter (PM) from diesel-fueled vehicles and engines as a toxic air contaminant. CARB and air districts recognize that PM emissions from diesel-fueled engines and vehicles are a serious public health concern, and that PM poses an increased risk to school age children because children are more susceptible to PM's harmful health effects.
- 1.7. In November 2006, Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 was approved. Proposition 1B provides \$200 million for school bus retrofit and replacement to reduce air pollution and to reduce children's exposure to diesel exhaust, and enabling Legislation, Senate Bill 88 (Stats 2007 Ch 181), prescribes the funding criteria and other requirements for the expenditure of the Proposition 1B funds, while Governor Schwarzenegger's Executive Order S-02-07 (EO S-02-07) contains further directives to ensure robust fund accountability and program oversight.
- 1.8. On March 27, 2008, the California Air Resources Board issued their Lower-Emission School Bus Program Guidelines. The LESBP allows larger air districts to administer the program on behalf of neighboring air districts.

- 1.9 SMAQMD Resolution No. 2008-031 authorized the Air Pollution Control Officer (APCO), in consultation with the SMAQMD Counsel, 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 3 plus (+) diesel particulate filter (DPF) on public school buses that operate in the State of California and/or provide financial incentives for the DPF maintenance and DPF electrical infrastructure, if necessary. The SMAQMD will provide financial incentives to public school district bus fleet owners that meet the criteria defined in the adopted 2008 LESBP Guidelines, adopted on March 27, 2008 and subsequent LESBP Guideline Advisories valid at the time of contract execution. The criteria must also comply with the most recent motor vehicle federal safety standards, and if applicable, the joint funding source requirements.
- 1.11 This Agreement will help fund the installation of CARB Verified Level 3+ diesel particulate filter on public school buses to significantly reduce toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.12 Participant understands that the purpose of the Program, and this Agreement, is to help SMAQMD achieve clean air standards as required by state and federal law.
- 1.13 Participant wishes to participate in the Program by using Proposition 1B LESBP funds in the purchase of CARB verified Level 3+ DPF that meet CARB's emission criteria as defined in the 2008 Lower-Emission School Bus Program Guidelines and subsequent LESBP Guideline Advisories valid at the time of contract execution.
- 1.14 The parties specifically recognize that CARB, the United States Environmental Protection Agency (EPA), the United States Department of Energy (DOE), or Funding Partner(s), as applicable, or their designees, are third-party beneficiaries to this Agreement and have the right to audit compliance with the Agreement, including conducting inspections of the New Equipment and records, and have the right to enforce Participant's compliance with the terms of the Agreement at any time during the term of this Agreement plus three years following the end date listed in paragraph 2.15 (Term). This paragraph will survive the termination of this Agreement.

2.0. Special Terms and Conditions

The parties agree to the terms and conditions listed below.

- 2.1. **Definitions:** As used in this Agreement, the following terms have the following meanings:
- 2.1.1 **"1987-2006 School Bus"** means a diesel, heavy-duty engine school bus with an engine model year between 1987 and 2006.
- 2.1.2 **"Certified"** means a motor vehicle or engine that is certified by CARB or EPA to an emission standard or standards.
- 2.1.3 **"Data Logging"** means the process of verifying that the exhaust gas temperatures generated during normal vehicle operation meet the regeneration requirements of the device.
- 2.1.4 **"De-ashing System"** means a maintenance cleaning device used to remove the ashes of the retrofit filters.
- 2.1.5 **"Dealership"** means a business that has entered into an agreement with SMAQMD to assist in the implementation of the LESBP and that specializes in the sale of new and used school buses or in the installation of specific retrofitting equipment.
- 2.1.6 **"Diesel Particulate Filter (DPF) or Particulate Matter Control Device"** means the installation of one or more devices designed to reduce PM emissions from a heavy-duty diesel engine.

- 2.1.7 **"Dismantle or Destroy"** means to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part. The vehicle or equipment is rendered permanently incapable of passing a California Highway Patrol inspection or is otherwise deemed permanently illegal to operate on public roads.
- 2.1.8 **"Experimental Permit"** means an Executive Order issued by CARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.
- 2.1.9 **"Funding Partner"** means any agency that awards a grant through the SMAQMD to Participant.
- 2.1.10 **"In Regular Use"** means that the Existing School Bus was routinely used each school day to transport school children to and from school.
- 2.1.11 **"New Equipment"** means the on-road motor vehicles, devices, and/or emission control systems funded under this Agreement and identified in Exhibit B.
- 2.1.12 **"Existing School Bus"** means the 1987-2006 engine model year, diesel, heavy-duty engine school bus listed in Exhibit B that meets the criteria stated in the 2008 LESBP Guidelines and subsequent LESBP Guideline Advisories valid at the time of contract execution.
- 2.1.13 **"Project Completion"** means the project post-inspection has confirmed that the new equipment is operational. Project Completion cannot occur before the date of execution of the Participant Agreement.
- 2.1.14 **"Project Implementation"** means the period following Project Completion, during which period the participant must meet the performance obligation in Exhibit C.
- 2.1.15 **"Program"** means the CARB Lower-Emission School Bus Program as adopted by CARB on March 27, 2008 which are incorporated into this Agreement as if fully set forth.
- 2.1.16 **"Program Participant"** means a public school district or Joint Powers Authorities (JPA) formed by several school districts in California that owns their own buses and is receiving funds to aid in the purchase of the CARB Verified Level 3+ diesel particulate filter(s).
- 2.1.17 **"Participant Agreement"** means the LESBP Agreement between SMAQMD and a Program Participant, under which SMAQMD agrees to pay the Program Participant a specific amount to help offset the cost of purchasing CARB Verified Level 3+ diesel particulate filter(s) from Dealership.
- 2.1.18 **"Reimbursement Formula"** is the following calculation for determining the level of funds to be returned to the SMAQMD if Participant fails to meet the operational requirements of the Agreement:
- $$A = (I / L) * X$$
- A = Amount Owed to the SMAQMD
 I = Total Incentive Award
 L = Length of the Agreement in Years
 X = Years Remaining in Agreement
- 2.1.19 **"Retrofit"** means the installation of one or more devices designed to reduce emissions from a heavy-duty diesel engine.
- 2.1.20 **"Spare Back-up Filter"** means an auxiliary filter used in place of the original retrofit filter during normal diesel particulate filter maintenance. The spare back-up filter will allow the school bus to continue operating when the original retrofit filter is in the process of being cleaned or de-ashed.

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 and properly maintaining a Level 3+ DPF in each school bus, and to meet the minimum operational requirements specified in paragraph 2.4.2 and Exhibit C. SMAQMD agrees to give the Participant up to \$546357.40 to help offset the cost of retrofitting, and if necessary, data logging, DPF electrical infrastructure purchase and installation and DPF maintenance of the listed school buses, as specified in paragraph 2.3.3.

2.3 **Payment:**

2.3.1 SMAQMD will pay up to \$546357.40 to Participant to aid in the purchase of the New Equipment identified in Exhibit B. No payment is required until: (i) the Participant commences operation, as required under paragraph 2.4.1 (Time), (ii) the Participant submits a Payee Data Record form, as required under paragraph 2.3.5, (iii) the Participant satisfies the requirements in paragraph 2.6 (Inspections) and 2.7 (Invoices), and (iv) Exhibit I has been signed by all parties.

2.3.2 The total amount paid under this Agreement will not exceed \$20,000 per school bus.

2.3.3 SMAQMD will pay the Participant:

- (i) \$488101.05 for twenty-nine (29) retrofit(s) and installation that meets the requirements of this Agreement.
- (ii) \$0 to help offset the cost of data logging to meet the requirements of this Agreement. Data logging will be paid once per bus, if applicable.
- (iii) \$28318.70 to help offset the cost of the electric infrastructure revisions described in Exhibit B.
- (iv) \$29937.65 to help offset the cost of de-ashing system(s) and spare back-up filter(s) related to the retrofit device described in Exhibit B.

2.3.4 N/A By initialing this paragraph, the Participant authorizes SMAQMD to issue a two-party check in the name of the Participant and .

2.3.5 Payments made under this Agreement may be subject to taxation. Participants are encouraged to consult with a tax professional regarding the taxability of payments from this program. Participant is not entitled to payment until it submits a completed W-9 form to the County of Sacramento prior to payment. The County of Sacramento will report the payment to both the State of California and the United States Treasury and will issue an IRS Form 1099 to the Participant.

2.4 **Participant Obligations:** Participant must:

2.4.1 **Time:** Purchase and begin operating the New Equipment described in Exhibit B: (i) within 180 days of the execution of this Agreement by all parties, (ii) before the deadlines outlined in the March 27, 2008 LESBP Guidelines, or (iii) before the deadlines associated with the joint funding source identified in Exhibit F, which ever occurs first. Participant may submit a written request to extend this time frame if it is unable to comply with the deadline due to circumstances outside Participant's reasonable control. No extension will be granted, regardless of the circumstances, if the new deadline would conflict with deadlines under the LESBP or the joint funding source.

- 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 eligibility requirements, the goals and objectives of the Program, the terms of this Agreement, and all local, state, and federal rules, laws, and regulations, (ii) insure that at least 75% of the total operation of the New Equipment occurs within California.
- 2.4.3 **Equipment Warranties:** Secure New Equipment Warranties and operate the New Equipment within the manufacturer's specifications, including all maintenance and fueling requirements.
- 2.4.4 **Engine Calibration:** Ensure that the New Equipment is only operated when it is calibrated to the lowest emission standard certified by CARB or EPA, which ever is lower.
- 2.4.5 **Additional Devices Requirements:**
- 2.4.5.1 **Electronic Monitoring Unit:** If requested by the SMAQMD, install an EMU and provide proof of installation within 90 days of the request.
- 2.4.5.2 **Usage Meter:** Install an operational odometer or other SMAQMD approved usage measuring device on the Equipment.
- 2.4.5.3 **Particulate Controls:** Install a SMAQMD-approved and CARB verified particulate matter control device if not already installed by the manufacturer of the replacement bus. Installation may be waived if Participant obtains a certification from a SMAQMD-approved Engine Dealership stating that no such device has been approved or certified for use with the Replacement Vehicle.
- 2.4.5.4 **Notice and Repair:** Notify the SMAQMD immediately if the EMU (or other approved device) or particulate device fails or becomes inoperable, and repair the devices as soon as practicable. Prepare a written record of any usage not recorded by the EMU or other approved device while repairs are pending.
- 2.4.6 **Destruction of Existing School Bus:** Not Applicable.
- 2.4.7 **Decals:** If requested by the SMAQMD, display two decals approved by the SMAQMD on the New Equipment. The SMAQMD must approve the location of the decals.
- 2.4.8 **Program Guidelines:** Comply with all other requirements detailed in this Agreement and the Program.
- 2.4.9 **Disclosures:** Complete Exhibit G and, if this Agreement requires approval by the Board of Directors, Exhibit H.
- 2.5 **Participant's Warranties:** The Participant warrants that:
- (i) It has completed a LESBP Application Form and all of the information presented in the Form is complete and accurate. Participant's Application for the LESBP is incorporated by reference in this Agreement.
- (ii) Both the Existing Vehicle, Engine or Equipment and the New Equipment meet all of the criteria established in the Program Guidelines in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- (iii) The purchase of the New Equipment described in Exhibit B is not required by any law or regulation. If the Participant is a public agency, Participant further warrants that its board policies do not require the purchase. Paragraph 2.5(iii) is not applicable to school bus projects funded by the Lower-Emission School Bus Program.

- (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.
- (v) It has read and agrees to all requirements of the Program application and guidelines, including the applicable CARB LESBP Guidelines. The Participant also agrees to read and meet all subsequent revisions to and advisories regarding the CARB LESBP Guidelines.

2.6 Inspections and Audits: The New Equipment funded under this Agreement is subject to inspection by SMAQMD, CARB, the State of California Department of Finance (DOF), or Funding Partner(s), as applicable, or their designees at any time. Any inspection will be conducted at a reasonable time and with reasonable notice to Participant. Inspections will include the pre-, post-, salvage, and audit inspections identified in paragraphs 2.6.1 to 2.6.4.

2.6.1 Pre-inspection: SMAQMD will conduct a pre-inspection of the Existing Vehicle, Engine or Equipment, if any, to verify that the Existing Vehicle, Engine or Equipment qualifies for funding and that the information supplied in the Participant's application is correct.

2.6.2 Post-inspection: SMAQMD will conduct an inspection after the New Equipment is purchased and (if necessary) installed to verify that the New Equipment meets the Program requirements.

2.6.3 Salvage Inspection: Not Applicable.

2.6.4 Audit Inspection: SMAQMD, CARB, or Funding Partner(s), as applicable, or their designees will conduct audit inspections of equipment and records as necessary to verify the New Equipment is operating pursuant to program guidelines and meeting contractual requirements at any time during the term of this Agreement plus three years following the end date listed in paragraph 2.15 (Term). SMAQMD, CARB, or Funding Partner(s), as applicable, or their designees may perform a fiscal audit of the project at any time during the term of this Agreement plus three years following the end date listed in paragraph 2.15 (Term). This paragraph will survive the termination of this Agreement.

2.7 Invoice Requirements: The Participant must submit a final invoice packet to SMAQMD. This requirement may be met by submission of the documents by a Dealership on Participant's behalf. The final invoice packet must include copies of:

2.7.1 Purchase Order Documentation: A copy of the final purchase order.

2.7.2 Final Invoice Documentation: A copy of (i) the New Equipment invoice, and (ii) copies of all invoice documents associated with the purchase and installation of New Equipment described in Exhibit B, detailing costs associated with parts, labor, and miscellaneous charges, including a copy of the Program Participant final itemized invoice, invoices for work performed to meet LESBP eligibility requirements, and the finance agreement for any portion of the New Equipment purchase price to be privately financed. The documentation must include the odometer or hour meter reading (whichever is applicable) on the date the New Equipment is financed.

SMAQMD will not release any funds until Participant or Dealership on Participant's behalf submits a final invoice that includes the following information:

- (i) Name, address and phone number of Participant
- (ii) Name, address and phone number of Dealership
- (iii) Purchase order date

- (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 for the New Equipment, listing Participant as the registered owner and SMAQMD as lienholder on the New Equipment, if applicable. Not applicable to school bus exhaust retrofit projects.
- 2.7.4 Engine Warranty:** A copy of an engine warranty that verifies the New Equipment meets the Program requirements.
- 2.7.5 Usage Meter Installation:** Copy of an invoice documenting that an odometer, hour meter or other SMAQMD-approved tracking device has been purchased and installed on the New Equipment, and a written confirmation by Dealership that the meter is operational.
- 2.7.6 Particulate Control Device:** A copy of an invoice verifying that a SMAQMD approved, CARB-verified diesel emission control system has been installed on the New Equipment, or a certification by the Dealership that no such device has been approved or certified for use with the New Equipment. If a device is installed, include a written confirmation by the Dealership that the device is operational.
- 2.7.7 Proof of Insurance:** A copy of proof of insurance demonstrating compliance with paragraph 3.6 and Exhibit D.
- 2.7.8 Proof of Cost Share Payment:** Documents showing proof of the Participant cost share payment for the New Equipment, if applicable.
- 2.7.9 CHP Inspection:** A copy of the CHP safety certification authorizing the use of each retrofitted school bus, compliant with Title 13, California Code of Regulations (CCR) section 1272(c).
- (i) Completed CHP form 343-Safety Compliance Report/Terminal Record Update, or
 - (ii) Copy of a completed CHP form 343A-Vehicles/Equipment Inspection Report Motor Carrier Safety Operations.
- 2.7.10 Permit to Operate:** For de-ashing system only – Proof of required and approved local air district operating permit, if necessary.
- 2.8 Title and Finance Requirements:** Not Applicable.
- 2.9 Termination:**

2.9.1 General:

2.9.1.1 The SMAQMD may immediately suspend or terminate this Agreement, in whole or in part, if it determines that there is an illegal or improper use of funds.

2.9.1.2 This Agreement may be terminated by the SMAQMD under Paragraph 3.15.2 (5-day Notice Termination) after 30 days' written notice to the Participant to meet the

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 Participant will be subject to Paragraph 2.10.3 (Early-Termination Reimbursements). The APCO may, at his or her discretion, waive the refund or allow the Participant further opportunity to cure its failure to meet the Agreement obligations. Additionally, the SMAQMD and/or CARB may seek all available remedies for breaches of any Agreement provisions, Program requirements, or Health and Safety Code.

- 2.9.2 **Limitation:** Notwithstanding the provisions of this Paragraph, the Participant is subject to the reimbursement requirements of paragraph 2.10 (Reimbursements), which are in addition to, and do not offset or displace, any other recovery rights that the SMAQMD may have in the event the contract is breached.
- 2.9.3 **Funding:** The parties acknowledge that this Agreement will be funded by incentive fund revenues from other agencies; however, the SMAQMD may terminate this Agreement if: (i) it does not receive all or a portion of the revenues, or (ii) funds are not specifically appropriated for this Agreement in the SMAQMD's final budget prior to the expiration of the Agreement and any Agreement extensions. If the SMAQMD terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.
- 2.10 **Reimbursements:** Notwithstanding the provisions in paragraph 2.9 (Termination), the Participant is subject to the reimbursement requirements of this Paragraph, which are in addition to, and do not offset or displace, any other recovery rights that the SMAQMD may have in the event the contract is terminated or breached. If the Participant fails to fulfill the minimum operational requirements by the termination date in paragraph 2.15 (Term), it must refund a pro rata portion of the \$546357.40 to the SMAQMD.
- 2.10.1 **Reimbursement Determination:** The SMAQMD will determine whether a reimbursement is required after reviewing the annual reports required under paragraph 2.11 (Recordkeeping and Reporting Requirements). If the Participant has failed to submit a report for any year, the SMAQMD may assume that none of the operational requirements were met for that year.
- 2.10.2 **Reimbursement Amount:** The reimbursement amount is the difference between the required level of operation and the actual level of operation during a given contract year, according to the Reimbursement Formula. The termination date of the contract will be automatically extended until payment is complete.
- 2.10.3 **Early-Termination Reimbursements:** If the contract is terminated prior to the termination date in paragraph 2.15 (Term), the SMAQMD may:
- (i) Demand full repayment of the paragraph 2.3 (Payment) funds, or
 - (ii) Apply the Reimbursement Formula and demand repayment of the prorated amount.
- 2.10.4 **Inoperable Equipment Reimbursements:** If the Equipment is stolen or rendered inoperable prior to the end of the Agreement term (as determined by Participant's insurance company), Participant may either: (i) replace the inoperable Equipment with new equipment certified to equal or lower emission levels than the inoperable Equipment and complete performance of this Agreement or (ii) terminate the Agreement and return a prorated portion of the \$546357.40, based on the Reimbursement Formula.
- 2.10.5 **Full or Partial Waiver:** The Air Pollution Control Officer (APCO) of the SMAQMD may, at his or her sole discretion, relieve the obligation to reimburse funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements.
- 2.11 **Recordkeeping and Reporting Requirements:**
- 2.11.1 **Record Requirements:** Participant must maintain adequate records to document compliance with this Agreement. The records must include the documents specified below, the documents


listed in Appendix E of the 2008 LESBP Guidelines and any applicable documents listed in subsequent LESBP Guideline Advisories at the time of contract execution. Participant must maintain the records for the term of the contract and the three years following the end date listed in paragraph 2.15 (Term). The SMAQMD may inspect or request copies of these records at any time during the term of this Agreement and the three years following the end date listed in paragraph 2.15 (Term). This paragraph will survive the termination of this Agreement.

- (i) **On-road Vehicles:** Required records include copies of all driver log book entries, miles travelled, vehicle downtime, and type and cost of maintenance performed.

2.11.2 Report Requirements: The Participant must submit a report stating the miles travelled or hours operated in the preceding year, the fuel consumed, the type and cost of maintenance or repair work performed over the course of the year, and the amount of time the Equipment was inoperable due to the maintenance and repair activities.

2.11.3 Report Submission Deadlines: Participant must submit use reports at least once annually or as requested by SMAQMD, CARB, or Funding Partner(s), as applicable, or their representatives. Annual reports are due not later than January 31 of each year. Additional reports are due on the date specified in the request, or within 30 days if no date is specified. SMAQMD, CARB, or Funding Partner(s), as applicable, or their representatives may also request additional performance or other documentation at their discretion and Participant must provide the requested information on the date specified in the request, or within 30 days if no date is specified.


2.11.4 Failure to Comply: If Participant fails to comply with the reporting requirements, the SMAQMD may require repayment in accordance with paragraph 2.10 (Reimbursements), or, at its sole election, institute on-site monitoring and inspection measures.

2.12  **Sale of New Equipment:** By initialing this paragraph, the Participant acknowledges and agrees that it may not sell or encumber the New Equipment without the prior written consent of the SMAQMD. The SMAQMD will not approve the sale, transfer, licensing, or subcontracting, unless:

- (i) The Participant notifies the prospective buyer of the Equipment, in writing, of the terms of this Agreement and any unperformed requirements.
- (ii) The buyer executes a LESBP Agreement with the SMAQMD.

2.13 Grant of Security Interest: Participant grants to SMAQMD a security interest in the New Equipment to secure its performance under this Agreement. Participant authorizes SMAQMD to prepare and file applications, financing statements, continuation statements, statements of assignment, termination statements, lawsuits, and the like, as necessary to perfect, protect, preserve, foreclose, or release SMAQMD's interest in the New Equipment.

2.14 Incentive Funding Limits: Participant (Participant must initial one):

 HAS received incentive funding for the Old Equipment described in Exhibit B under a previous incentive agreement, and the information associated with this funding, including but not limited to the funding source, amount, and contract term associated with the previous incentive grant is attached as Exhibit E. Participant understands that funds received under any other incentive agreement may not be used to fund the New Equipment

 HAS NOT received incentive funding from a previous incentive agreement.

2.15 Term: This Agreement will begin upon execution by all parties and terminate on **12/31/2017**. The Project Completion period is 180 days beginning with the execution of the Agreement by all parties and ending with the initial operation of the New Equipment as verified by the post-inspection. See paragraph 2.4.1 (Time) regarding extensions of this period. The Project Implementation period is the period immediately following the Project Completion period. Notwithstanding the expiration or early

termination of this Agreement, SMAQMD's security interest in the New Equipment will continue in full force and effect until Participant fully satisfies its obligations under this Agreement.

3.0 General Terms and Conditions

- 3.1 **Term:** Not Applicable, see paragraph 2.15 (Term).
- 3.2 **Inspections:** Not Applicable, see paragraph 2.6 (Inspections).
- 3.3 **Prohibition on Emission Reduction Credits:** The receipt of funds under this Agreement prohibits application for any form of emission reduction credit – for any pollutant – for the New Equipment described in Exhibit C. This prohibition includes, but is not limited to: (i) all attainment, nonattainment, criteria and noncriteria pollutants, and (ii) application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
- 3.4 **Prohibition on Vocation Change:** Not Applicable.
- 3.5 **Voluntary Act:** The Participant's purchase of the New Equipment is a completely voluntary act and the SMAQMD has not made representations or guarantees to the Participant regarding the New Equipment.
- 3.6 **Insurance:** The Participant must maintain the insurance coverage described in Exhibit D for the entire term of this Agreement and any extensions to the Agreement. The Participant must name the SMAQMD as an additional insured and loss payee. The Participant must obtain and transmit to the SMAQMD a yearly Certificate of Insurance from the Insurance Company(ies) listing the SMAQMD as additional insureds and loss payees, and obligating the Company(ies) to provide at least 30 days notice to the Participant and the SMAQMD in the event of a change in, cancellation of, non-renewal of, reduction in coverage under, or termination of any policy listed on the certificate for any reason whatsoever. If the Participant fails to obtain the required certificate of insurance, or if the required insurance lapses, this Agreement may be terminated by the SMAQMD immediately.
- 3.7 **Notice of Significant Events:** Participant will provide to the SMAQMD prompt written notice of any of the following events:
- (i) Any pending litigation or governmental action that may have a material adverse effect on Participant's ability to operate its business in the ordinary course, or Participant's ability to perform this Agreement.
 - (ii) Any change in its name, adoption of a fictitious business name, change in the location of its principal place of business, change in its business structure (such as from a sole proprietorship to a corporation), any proposed sale or transfer of substantially all its operating assets, or any proposed sale or transfer of 20.0% of its equity ownership or control.
 - (iii) The filing of any petition in bankruptcy by or against Participant.
 - (iv) The occurrence of any catastrophic loss to Participant, Participant's principal place of business, or Participant's operating assets.
 - (v) Damage to the New Equipment greater than 10% of its value at the time of damage.
 - (vi) Repossession of the New Equipment.
- 3.8 **Ability to Perform:** If either of the events listed in this paragraph occur, the Participant must notify the SMAQMD within 30 days of the date Participant knows, or should have known, that the event has occurred or is likely to occur:

- (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.
- 3.10 **Assignments:** No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of Participant, SMAQMD, CARB, and Funding Partner(s), as applicable. If Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract will apply to the Participant's assignee.
- 3.11 **Non-Discrimination:** Not Applicable.
- 3.12 **Subcontracts:** If the Participant submitted the name of a subcontractor in the proposal or application for this Agreement, the SMAQMD's approval of the Agreement is also an approval of the use of the named subcontractor. In the event that any part of this Agreement is subcontracted, Participant agrees to document the following affirmative steps for utilizing Minority Business Enterprises (MBE) or Women Owned Business Enterprises (WBE) as required by the Environmental Protection Agency:
- (i) Include MBEs and WBEs on solicitation lists.
 - (ii) Assure MBEs and WBEs are solicited once they are identified.
 - (iii) Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
 - (iv) Establish delivery schedules which will encourage MBE and WBE participation, where feasible.
 - (v) Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs and WBEs.
- 3.13 **Successors:** This Agreement will bind the successors of the SMAQMD and Participant in the same manner as if they were expressly named.
- 3.14 **Recordkeeping:** Not Applicable. See paragraph 2.11 (Recordkeeping and Reporting Requirements).
- 3.15 **Termination Notice Requirements:**
- 3.15.1 **30-day Notice Termination:** Either the SMAQMD or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.
 - 3.15.2 **5-day Notice Termination:** The SMAQMD, through its APCO, may terminate this Agreement with 5 days written notice if Participant fails to perform any of the terms and conditions of this Agreement in the time and manner specified.
 - 3.15.3 **Immediate Termination:** The SMAQMD, through its APCO, may terminate this Agreement immediately if informed that moneys to fund the contract are not available. If the SMAQMD terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.
- 3.16 **Waiver of Claims:** Participant waives any claims against the SMAQMD, CARB, Funding Partner(s), its officers, agents, employees, delegates or volunteers from damage or loss caused by:
- (i) Any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part of this Agreement.

- (ii) Any judgment or award declaring this Agreement either void or voidable, or delaying the 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 any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 3.20 **Venue and Choice of Law:** This Agreement is executed in Sacramento County, California and will be governed by the laws of the State of California. Any action arising out of this Agreement must be filed in a state court or federal court located in Sacramento, California.
- 3.21 **Compliance with Laws and Regulations:** Participant must observe and comply with all applicable laws and regulations. In addition to all other applicable laws, this Agreement is subject to the provisions and limitations of Health & Safety Code. Notwithstanding the terms of this Agreement, the Parties are not permitted to undertake any actions that contravene the Health & Safety Code or any other law or regulation.
- 3.22 **Payments that Contravene the Law:** The SMAQMD and CARB have no liability for payments that are found to contravene the law. Participant will reimburse the SMAQMD for any payments made by the SMAQMD to Participant and later determined to contravene federal, state or local laws and regulations.
- 3.23 **Status of Participant:** This Agreement is only for the payment of incentive funds to offset the cost of the items identified in Exhibit C. Accordingly, Participant, its employees, consultants and subcontractors do not have any of the entitlements of a CARB, SMAQMD, or Funding Partner employee. Participant is an independent contractor.
- 3.23.1 **Direction of Third Parties:** If the Participant employs any third persons, these persons will be under the exclusive control of Participant. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Participant.
- 3.23.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of CARB or the SMAQMD in any capacity, or to bind CARB or the SMAQMD to any obligation.
- 3.23.3 **Taxes:** Neither CARB nor the SMAQMD will make any deductions or withholdings from the compensation paid to Participant. Participant must issue all forms required by federal and state laws for income and employment tax purposes for all of Participant's assigned personnel.
- 3.24 **Conflict of Interest:** No officer or employee of CARB or the SMAQMD has any pecuniary interest, direct or indirect, in this Agreement or the proceeds of the Agreement. No officer or employee of Participant may serve on CARB or the SMAQMD's governing body or hold any CARB or SMAQMD position which by rule, practice, or action nominates, recommends, supervises or authorizes the development or execution of this Agreement, or any payment to Participant.
- 3.25 **Indemnity:** The Participant must indemnify and defend the SMAQMD, CARB, Funding Partner(s), their officers, agents, employees, delegates and volunteers, from any and all losses, costs, damages, fines or expenses (including attorneys fees, court costs and expert fees) or liability of any kind or character to any person or property that:

- (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 Participant, for which financial assistance or other incentives are received from the SMAQMD 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 conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this Agreement, then CARB, the SMAQMD or the Participant may be either excused from any further performance or excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence at the election of CARB and the SMAQMD.

3.27 **Two Originals:** This Agreement and any modification to this Agreement will be executed in two originals, one to be kept by the SMAQMD and one to be kept by the Participant. Either of the originals is enforceable without the presentation of the other original.

3.28 **Entire Agreement:** This Agreement constitutes the entire Agreement between the SMAQMD and Participant. All parties revoke all prior or contemporaneous oral or written Agreements between them that are inconsistent with this Agreement. In the event of a dispute between the parties regarding the Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. This Agreement consists of the following parts:

- (i) This Agreement
- (ii) Exhibit A – Map of Federal Sacramento Ozone Nonattainment Area
- (iii) Exhibit B – Vehicle/Equipment Information Form
- (iv) Exhibit C – Performance Requirements
- (v) Exhibit D – Insurance Requirements
- (vi) Exhibit E – Previous Incentive Funding Information (if applicable)
- (vii) Exhibit F – Joint Funding Information (if applicable)
- (viii) Exhibit G – Debarment Certification
- (ix) Exhibit H – Levine Act Disclosure Statement
- (x) Exhibit I – Verified Vehicle/Equipment Information & (if applicable) New Termination Date for Agreement

3.29 **Communications:** Correspondence between the SMAQMD and Participant should be addressed to the following:

To SMAQMD	To Participant
Heather Taylor Sacramento Metropolitan AQMD 777 12th Street, Third Floor Sacramento, CA 95814-1908 Phone: (916) 874-4889 Fax (916) 874-4899	Chuck Ernst Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824-4704 Phone: (916) 277-6701 Fax: (916) 277-6630

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, using the U.S. Postal Service, or personal service.

3.30 **Authority to Bind and Acknowledgement of Terms:** The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively

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

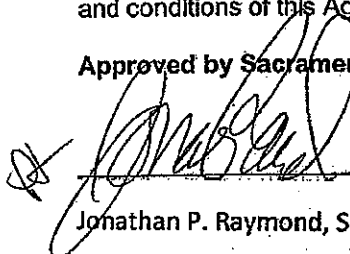
The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same Equipment described in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the LESBP.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same Equipment will, at a minimum, be disqualified from funding for that Equipment from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all LESBP solicitations. In addition, if noncompliance or nonperformance under this agreement also constitutes a violation of the Health and Safety Code, including but not limited to the LESBP and its implementing Guidelines, CARB and the SMAQMD may levy fines and refer the violations for criminal enforcement.

Notwithstanding the foregoing, by signing here _____, SMAQMD authorizes the use of inter-district funds as specified in Exhibit F.


The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

Approved by Sacramento City Unified School District


Jonathan P. Raymond, Superintendent


Date: May 6, 2011

Approved by the Sacramento Metropolitan Air Quality Management District


Larry Greene
Air Pollution Control Officer

Date: May 19, 2011

Reviewed By:


Kathrine Pittard
SMAQMD Counsel



CONTACT: Matthew Verdin
Regional Sales
Emissions Retrofit Group
916-468-9046
866-336-3396 Fax
7-Dec-10

Sacramento City USD

Bus Unit #	Bus model Year	MAKE	Vin #	Engine year	Engine family #	Filter Brand " Engine Control Systems	Labor	Parts
519-06	2008	Blue Bird	1FDXE45P16DA44387	2006	6NVXH06.0AEC	HORIZON	\$ 2,550.00	\$ 14,636.00
513-06	2008	Blue Bird	1FDXE45P46DA44383	2006	6NVXH06.0AEC	HORIZON	\$ 2,550.00	\$ 14,636.00
514-06	2008	Blue Bird	1FDXE45P66DA44384	2006	6NVXH06.0AEC	HORIZON	\$ 2,550.00	\$ 14,636.00
515-06	2008	Blue Bird	1FDXE45P86DA44385	2006	6NVXH06.0AEC	HORIZON	\$ 2,550.00	\$ 14,636.00
516-06	2008	Blue Bird	1FDXE45PX6DA44386	2006	6NVXH06.0AEC	HORIZON	\$ 2,550.00	\$ 14,636.00
531-06	2007	International	4DRAPAFK07A261062	2005	5NVXH0365AEC	HORIZON	\$ 2,550.00	\$ 14,636.00
530-06	2007	International	4DRAPAFK07A261061	2005	5NVXH0365AEC	HORIZON	\$ 2,550.00	\$ 14,636.00
71-04	2005	International	4DRBUAFL55B985567	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
86-04	2005	International	4DRBUAFL75B985571	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
76-04	2005	International	4DRBUAFL95B985569	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
91-04	2005	International	4DRBUAFL05B985573	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
58-04	2005	International	4DRBUAFL15B985565	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
95-04	2005	International	4DRBUAFL25B985574	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
60-04	2005	International	4DRBUAFL35B985568	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
84-04	2005	International	4DRBUAFL55B985570	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
90-04	2005	International	4DRBUAFL55B985572	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
72-04	2005	International	4DRBUAFL75B985568	2004	4NVXH0365AEB	HORIZON	\$ 2,550.00	\$ 14,636.00
565	2001	International	1HVBRAFL51A936763	2000	YNVXH0444ANB	ECS - SCP17	\$ 2,195.00	\$ 11,327.78
566	2001	International	1HVBRAFL91A936765	2000	YNVXH0444ANB	ECS - SCP17	\$ 2,195.00	\$ 11,327.78

Transportation Supervisor : Kurt Schoener	Sub-total \$ 47,740.00	\$271,468
916-277-6624	Sales Tax (Sacramento County 8.75%)	\$23,753
	Sub-total	\$295,221
	Total	<u>\$342,961</u>

Additional notes:

Filter Pricing Includes Brackets

To order, fax this Quote with signed Purchase Order to 866-336-3396

ARB verification for ECS SCP "Purifier Plus" DE-08-010 (Level 3 plus) CA/ECS/2008/PM3+/N00/ON/DPF01

ARB verification for Cleaire Horizon DE-05-010-03 (Level 3 plus) CA/LCE/2005/PM3+/N00/ON/DPF01

ERG is a certified California small business SB/DVBE # 46543

5-year parts and installation warranty included in price (as per standard ECS & Cleaire warranty).

Prices do not include panel installation or electrical infrastructure if applicable

Temperature testing IS NOT required for either product

Lead time to installation: 6-8 weeks after receipt of (purchase) order (ARO)



CONTACT: Matthew Verdin
Regional Sales
Emissions Retrofit Group
916-468-9046
866-336-3396 Fax
7-Dec-10

Sacramento City Unified School District

Bus Unit #	Bus model Year	MAKE	V/in #	Engine Serial #	Engine year	Engine Displacement	Engine family #	Filter Brand " Engine Control Systems	Can be Installed	Labor	Parts
36	1999	Blue Bird	1BAANB7A6XF084455	45762590	1998	Cummins 8.3	WCXH0505CAE	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
42	1999	Blue Bird	1BAANB7AXXF084457	45768012	1998	Cummins 8.3	WCXH0505CAE	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
12	1999	Blue Bird	1BAANB7A4XF084454	45768008	1998	Cummins 8.3	WCXH0505CAE	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
38	1999	Blue Bird	1BAANB7A8XF084456	45762615	1998	Cummins 8.3	WCXH0505CAE	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
121	1998	Blue Bird	1BAANB7A1VF078559	45567681	1997	Cummins 8.3	VCE505D6DAAW	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
7	1997	Blue Bird	1BAANB7A1VF072470	45384027	1996	Cummins 8.3	TCE505D6DAAW	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
563	1997	Blue Bird	1BAADCSA0VF073707	45301902	1996	Cummins 5.9	TCE359D6DAAA	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
122	2000	Blue Bird	4UZ6CEAAXYCB86179	56565591	1999	Cummins 5.9	XCEXH0359BAK	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
564	1999	Blue Bird	1BAADCSA3XF084459	45706382	1998	Cummins 5.9	WCXH0359BAE	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78
512	1997	Blue Bird	1BAADCSA9VF072958	45383840	1996	Cummins 5.9	TCE359D6DABW	Purfilter Plus (scp17)	Yes	\$ 2,195.00	\$ 11,327.78

Transportation Supervisor : Kurt Schoener
916-277-6624

Sub-total \$21,950 \$113,278
Sales Tax (Sacramento County 8.75%) \$9,912
Sub-total \$123,190
Total \$145,140

Additional notes:

To order, fax this Quote with signed Purchase Order to 866-336-3396
ARB verification for ECS SCP "Purfilter Plus" DE-08-010 (Level 3 plus) CA/ECS/2008/PM3+/N00/ON/DPPF01
ARB verification for Cleaire Horizon DE-05-010-03 (Level 3 plus) CA/LCE/2005/PM3+/N00/ON/DPPF01

ERG is a certified California small business SB/DVBE # 46543

5-year parts and installation warranty included in price (as per standard ECS & Cleaire warranty).

Prices do not include panel installation or electrical infrastructure if applicable

Temperature testing IS NOT required for either product

Lead time to installation: 6-8 weeks after receipt of (purchase) order (ARO)

Optional Service: Per incident and fleet pricing for on-site air de-ashing, inspection and opacity (smoke) testing



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

Sacramento City Unified
School District

	unit	Spare Clear Horizon Filter	Labor	Parts
1				\$ 3,354.00
Electrical Infrastructure Installation, wire, trenching, conduit and installation for 17 Clear Horizon Filters			\$ 12,500.00	

\$ 12,500.00	\$ 3,354.00
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Subtotal	\$ 15,854.00
	\$ 293.48

Sales Tax (Sacramento County 8.75 %)

Total	\$ 16,147.48
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