

**REQUEST FOR PROPOSAL**

**WESTERN GOVERNORS' ASSOCIATION  
WESTERN REGIONAL AIR PARTNERSHIP (WRAP)**

**WRAP EDMS Operations and Maintenance**

September 8, 2006

**INVITATION TO BID**

DATE: September 8, 2006  
 BID NO: 06WGA148WRAP  
 DIRECT INQUIRIES TO: Richard Halvey  
 PHONE NO: (303) 623-9378

RETURN BID TO: Western Governor’s Association  
 1515 Cleveland Place, Suite 200  
 Denver, Colorado 80202  
 Attn: Richard Halvey

DATE BID DUE: **October 5, 2006, 2:00 PM Mountain Standard Time**

Bids properly marked as to BID NO., DATE, and HOUR of opening, subject to the conditions herein stipulated and in accordance with the specifications set forth and/or attached hereto, will be accepted at the address listed above, prior to the date and time listed for the bid opening. All bids shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or jobsite listed herein.

**SEALED COMPETITIVE PROPOSAL FOR:  
 WRAP EDMS Operations and Maintenance**

Prices shall be quoted F.O.B. destination and include delivery to the Western Governors’ Association. See attached pages for terms and conditions and proposal requirements.

**IMPORTANT:** Bidders should read the entire document before submitting bid.  
**BIDS MUST BE SIGNED IN INK.**

TERMS: Terms of less than 30 calendar days will not be considered.

\_\_\_\_\_  
 TYPED OR PRINTED SIGNATURE

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Handwritten signature by Authorized  
 Officer or Agent of Vendor (in ink)

\_\_\_\_\_  
 VENDOR NAME AND ADDRESS

TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_  
 PHONE # \_\_\_\_\_

The above bid is subject to Terms and Conditions on attached sheets.

**RETURN THIS COPY**

**PROPOSER COST SUBMITTAL**

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PROPOSER'S NAME

---

PROPOSER'S ADDRESS STREET AND NUMBER

---

CITY

STATE

ZIP CODE

---

NAME OF AUTHORIZED OFFICIAL (PRINT OR TYPE)

---

OFFICIAL TITLE

---

SIGNATURE OF AUTHORIZED OFFICIAL

---

TELEPHONE NUMBER

---

E-MAIL ADDRESS

TOTAL COST

\_\_\_\_\_

## **RFP TERMS AND CONDITIONS**

1. **LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED.** It is the responsibility of the bidder/proposer (hereinafter “bidder” or “proposer”) to ensure that the bid/proposal (hereinafter “bid” or “proposal”) arrives prior to the time and at the place indicated in the bid. Telephone or facsimile responses will not be accepted.
2. Specifications are provided to identify product/service required and to establish an acceptable quality level. Bids on products of equal quality and usability will normally be considered unless otherwise stated. The Western Governors’ Association (WGA) will be the sole judge in determining “equals” in regard to quality, price and performance. Samples of product(s), when required, must be furnished free of expense to the WGA, and, if not destroyed by tests, may upon request at the time the sample is furnished, be returned at bidder’s expense. Failure to furnish brochures, specifications, and/or samples as requested may be sufficient cause for rejection of bids.
3. Bidders shall furnish all the information required and are expected to examine the drawings, specifications, schedule of delivery and all instructions. Should the bidder find any part of the listed specifications, terms and conditions to be discrepant, incomplete or otherwise questionable in any respect, it shall be the responsibility of the bidder to call such matters to the attention of the WGA immediately. Failure to do so will be at the bidder’s risk. All official changes to this bid will be furnished, in writing by the WGA.
4. The bidder shall furnish the products and/or services in strict accordance with the specifications, and at the price set forth for each item. In case of error in extension, the unit price will prevail. All products quoted shall be newly manufactured and of the manufacturer’s current model, unless otherwise specified.
5. The bid should be returned in an envelope sealed and properly marked as to bid number and opening time and date.
6. No bid shall be withdrawn for a period of less than sixty (60) calendar days subsequent to the opening of the bids, unless otherwise stipulated by the WGA.
7. **Americans with Disabilities Act (ADA) Requirements.** The vendor assures that, at all times during the performance of this contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of services, programs, or activities performed by the vendor or be subject to any discrimination by the vendor.
8. **Independent Contractor.** The contractor shall perform its duties herein as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be, or shall be deemed to be, an employee or agent of the WGA. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force workers compensation (and show proof of

such insurance) and employment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees, and its agents.

9. Bidder agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination and unfair labor practices.

## **General**

1. All products/services produced in response to the contract resulting from this RFP will become the sole property of the WGA.
2. Products/services resulting from this contract will not be subject to separate renewal or upgrade fees during the life of the contract.
3. Licenses for proprietary software and other products included as part of the package of products/services resulting from this contract will not be subject to separate renewal or upgrade fees.
4. The successful offeror will provide a warranty provision for the products/services resulting from this contract, for the life of the contract, starting from the date that the project deliverables are fully operational.
5. The capabilities of project deliverables will be maintained from the date that the project deliverables are fully operational, such that staff turnover is less than 20% per year of the portion of the company or institution routinely operating the project deliverables.
6. The successful offeror may be an individual company, entity, or institution, or may be composed of a team of companies, entities, and/or institutions to handle the development and routine operation portions of this project.
7. No changes to the staffing of the prime and any subcontractors can be made without prior written approval by WGA.

**ADMINISTRATIVE INFORMATION**

- A. ISSUING OFFICE: This Request For Proposal (RFP) is issued by the Western Governors’ Association (WGA). The WGA is the sole point of contact on this RFP.
  
- B. INVITATION TO SUBMIT PROPOSALS: The WGA is hereby contacting prospective offerors who have an interest or are known to do business relevant to this RFP. All interested offerors who were not contacted are invited to submit a proposal in accordance with the rules, procedures and dates set forth herein. In the event of “No Bid”, please sign the Invitation for Bid form, indicating “No Bid,” and return it to the WGA.
  
- C. PURPOSE: This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by the WGA to satisfy the need for expert assistance in the completion of the goals of this RFP.
  
- D. SCOPE: This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, including mandatory requirements which must be met to be eligible for consideration.

E. PROPOSED SCHEDULE OF ACTIVITIES:

1.	RFP Published	09/08/06
2.	Pre-Proposal Conference	09/19/06
3.	Prospective Offerors’ Written Inquiry	09/20/06
4.	Proposal Submission	
	8 hard copies including original and 1 electronic copy	10/05/06
5.	Review committee meeting to discuss evaluation criteria and conduct preliminary review	10/11/06
6.	Review committee bid evaluation meeting	10/18/06
7.	Bidder Interviews (option of the WGA)	10/24/06
8.	Proposal Selection (estimated)	11/01/06

- F. INQUIRIES: Unless otherwise noted, prospective offerors may make written inquiries concerning this RFP to obtain clarification of the requirements. No inquiries will be accepted after the date/time indicated in the Schedule of Activities. Send all inquiries to:

Western Governors’ Association  
1515 Cleveland Place, Suite 200  
Denver, Colorado 80202  
Attn: Richard Halvey (rhalvey@westgov.org)

Response to offerors inquiries will be made in writing in a timely manner to all prospective offerors. Any oral interpretations of clarifications to this RFP shall not be relied upon. All changes to this RFP must be in writing to be valid.

- G. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the offeror prior to the established due date and time.
- H. PROPOSAL SUBMISSION: Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the WGA on or before the proposal opening date and time. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Western Governor's Association  
1515 Cleveland Place, Suite 200  
Denver, Colorado 80202  
Attn: Richard Halvey

The WGA Invitation for Bid form must be signed in ink by the offeror or an officer of the offeror legally authorized to bind the offeror to the proposal. Proposals that are determined to be at variance with RFP requirements may not be accepted. Proposals must be submitted and sealed in a package showing the following information on the outside of the envelope:

OFFEROR'S NAME  
RFP-NO.  
PROPOSAL DUE DATE AND TIME

- I. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided to each offeror who received the original RFP. It is the responsibility of offerors, prior to the bid date, to enquire as to addenda issued and ensure their bid reflects any and all changes. The WGA will maintain a register of holders of this RFP. Any party receiving this RFP other than from the WGA should inform the WGA of its interest in order to ensure receipt of any addenda.
- J. BIDDER INTERVIEWS: Offerors who are deemed most qualified after initial evaluation may be asked to interview with the selection committee.
- K. ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions, including compensation, as set forth herein. Any offeror shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.

- L. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Executive Director of the WGA. The protest shall be submitted in writing within seven working days after such aggrieved person knows or should have known.
- M. COST DATA/BUDGET: Proposals for \$10,000 or more must include Cost/Data/Budget providing factual information concerning the cost of labor, material, travel, overhead and other cost elements expected to be incurred.
- N. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the offeror with the proposal. The offeror must state specifically what elements of the proposal are to be considered confidential or proprietary. Confidential and proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential or proprietary information and other information is not acceptable. The WGA will make a written determination as to the apparent validity of any request for confidentiality and send it to the offeror. Neither a proposal in its entirety nor proposal price information will be considered confidential or proprietary. Any information that will be included in any resulting contract cannot be considered proprietary.
- O. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the WGA. Proposals may be reviewed by any person after the Notice of Intent to Award letter has been issued. The WGA reserves the right to use any and all information and material presented in reply to the RFP, subject to the limitations outlined in (N), Confidential/Proprietary Information. Disqualification of an offeror does not eliminate this right.
- P. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Best and final offers cannot be considered in determining the apparent successful offeror. All work toward a deliverable task will be billed on a time and materials basis subject to a not to be exceeded budget for each deliverable task or contract. All work will be performed consistent with the schedule specified in the contract.
- Q. SELECTION OF PROPOSAL: All offerors will be notified in writing regarding the results of the RFP evaluation. Upon review and approval of the evaluation committee's recommendation for award, the WGA will issue a Notice of Intent to Make Award letter to the apparent, successful offeror. A contract must be completed and signed by all parties concerned on or before the date indicated in the Schedule of Activities. If this date is not met through no fault of the WGA, the WGA may elect to cancel the Notice of Intent to Make Award letter and make the award to the next most responsive offeror.
- R. AWARD OF CONTRACT: The award will be made to that offeror whose proposal, conforming to the RFP, will be the most advantageous to the WGA, price and other factors considered.

- S. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal of the successful offeror, including persons specified to implement the project, will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract may result in cancellation of the award, and such offeror may be removed from future solicitations.
- T. STANDARD CONTRACT: The WGA reserves the right to incorporate standard WGA contract provisions into any contract resulting from this RFP.
- U. RFP CANCELLATION: The WGA reserves the right to cancel this Request for Proposal at any time without penalty.
- V. WGA OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals, upon established opening time, become the property of the WGA. All products/services produced in response to the contract resulting from this RFP will become the sole property of the WGA. The contents of the successful offeror's proposal will become contractual obligations.
- W. INCURRING COSTS: The WGA is not responsible for any cost incurred by offerors prior to the issuance of a legally executed contract or procurement document. No proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
- X. MINORITY PARTICIPATION: It is the WGA's goal to achieve maximum participation of minorities in the procurement process. Accordingly, minority enterprises are to be utilized whenever possible. By the submission of a proposal, the offeror shall agree to utilize the maximum amount of minority business firms that the offeror finds to be consistent with the efficient performance of any resulting contract.
- Y. NON-DISCRIMINATION: The offeror shall comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.
- Z. REJECTION OF PROPOSALS: The WGA reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the WGA.
- AA. PARENT COMPANY: If an offeror is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal.
- BB. NEWS RELEASES: News releases pertaining to this RFP shall not be made prior to execution of the contract without prior written approval of the WGA.

CC: CONTRACT CANCELLATION: The WGA reserves the right to cancel, for cause, any contract resulting from this RFP by timely written notice to the contractor.

DD. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal, each offeror certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, that in conjunction with this procurement:
  - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  
2. Each person signing the Invitation for Bid form of this proposal certifies that:
  - (a) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate in any action contrary to (1)(a) through (1)(c) above; or
  - (b) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to (1)(a) through (1)(c) above; and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
  
3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designees, determines that such disclosure was not made for the purpose of restricting competition.

EE. TAXES: The WGA, as a purchaser designated as a 501(c)(3) organization, is exempt from all federal taxes and from all state and local government use taxes. Seller is hereby notified that when materials are purchased in certain political subdivisions, the seller may be required to pay sales tax even though the ultimate product or service is provided to the WGA. This sales tax will not be reimbursed by the WGA.

- FF. ASSIGNMENT: Except for assignment of antitrust claims, neither party to any resulting contract may assign any portion of the agreement without the prior written consent of the other party.
- GG. AVAILABILITY OF FUNDS: Financial obligations of the WGA payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the WGA.
- HH. INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the WGA, its employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.
- II. VENUE: The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

## **SCOPE OF WORK AND PROPOSAL**

### **1.0 PURPOSE AND OVERVIEW**

The purpose of this project is for the operation and maintenance of the WRAP Emissions Data Management System.

### **2.0 BACKGROUND**

The Western Regional Air Partnership (WRAP) is a regional planning organization (RPO) that was established in 1997 as the successor organization of the Grand Canyon Visibility Transport Commission (GCVTC). The WRAP is a collaborative effort of tribal governments, state governments, and various federal agencies structured to implement the recommendations of the GCVTC and to develop the technical and policy tools needed by western states and tribes to comply with the Regional Haze Rule. The WRAP Emissions Forum (EF) is responsible for the oversight of the assembly and quality assurance of the emissions inventories and forecasts to be utilized by the WRAP members. To this end, the EF has built and oversees the operation and maintenance of a comprehensive emissions tracking and forecasting system which can be utilized by the WRAP members to monitor the trends in actual emissions, and forecast the anticipated emissions which will result from current regulatory requirements and alternative control strategies.

In support of these efforts, the EF has developed the Emission Data Management System (EDMS), a comprehensive internet web-based air pollution emissions data reporting, management, and tracking system to support state and tribal regional haze implementation plan State Implementation Plan/ Tribal Implementation Plan (SIP/TIP) development. The system is capable of receiving and storing emissions data in EPA-compliant emissions reporting formats commonly used by various agencies and sources, producing user-specified reports, allowing data queries and graphic display, and presenting this information in geographic information system (GIS) format. The EDMS is an all-inclusive effort, storing emission estimates from point, area, on-road, non-road mobile, road dust, fire (wild land and agricultural burning activities), biogenics, and windblown dust sources. Geopolitical distinctions include emissions from Canada, Mexico, states, tribal reservations, counties, and Federal Class I areas.

### **3.0 WORK TASKS**

#### **3.1 Description**

Through this Request for Proposals, the Emission Forum seeks a contractor to perform on-going operation and maintenance of the WRAP EDMS. The EDMS was built by E.H. Pechan, Inc. during 2004 and was brought on-line in January 2005. The EDMS is found at: <http://www.wrapedms.org/>. The EDMS consists of an Oracle database, which interfaces with a web-based application. The EDMS has received review and testing by WRAP members and an outside contractor, see: [http://www.wrapair.org/forums/ef/documents/EDMS/WRAP\\_EDMS-Post-Beta-Final\\_Report.pdf](http://www.wrapair.org/forums/ef/documents/EDMS/WRAP_EDMS-Post-Beta-Final_Report.pdf) and [http://www.wrapair.org/forums/ef/documents/EDMS/EDMS\\_Beta\\_Final\\_Report\\_ERG.pdf](http://www.wrapair.org/forums/ef/documents/EDMS/EDMS_Beta_Final_Report_ERG.pdf). As

a result of this testing, the EDMS has been somewhat modified from its original design during 2006, and is offered in “as is” condition to potential bidders in this request for proposals. EDMS reference information supporting this request for proposal includes:

- The current source code (September 1, 2006);
- A description of the number of rows for each table (September 3, 2006);
- The current inventory description document (February 21, 2006);
- The Data Base Administrator activities document (August 22, 2006);
- The EDMS “As Delivered” document (August 21, 2006);
- Major differences between the original development plan and the “As Delivered” document (August 21, 2006);
- The original EDMS Software & Hardware Development Plan (April 16, 2004); and
- The EDMS Quality Assurance Project Plan (July 9, 2004).

The above reference information is posted at: <http://wrapair.org/forums/ef/EDMSop/index.html>

The EDMS database has the following specifications as of September 3, 2006:

- Version of Oracle – v9.2.0.7
- Database Hardware
  - Production - SunOS watson 5.9 Generic\_118558-26 sun4u sparc SUNW, Sun-Fire-15000
  - Development - SunOS stratus 5.9 Generic\_118558-26 sun4u sparc SUNW, Sun-Fire-480R
- Database Size
  - Production – Approximately 124 gigabytes.
  - Development – Approximately 124 gigabytes (cloned from production database)
  - Tablespaces - Individual tablespaces and respective sizes are listed in table that follows:

**EDMS Database**

<b>TABLESPACE_NAME</b>	<b>Size (GB)</b>
CWMLITE	.01953125
DRSYS	.01953125
EDMS_APP	1
EDMS_APP_AUDIT	.1953125
EDMS_PRD	62
EDMS_PRD_AUDIT	4.197265625
EDMS_REF	1
EDMS_REF_AUDIT	.1953125
EDMS_STG	2.234375
EDMS_STG_AUDIT	2.017578125
EDMS_TXN	7
EDMS_TXN_AUDIT	2.0029296875
EDMS_TXR	7
EDMS_TXR_AUDIT	2

EXAMPLE	1.1458740234375
INDX	.0244140625
ODM	.01953125
SYSTEM	1.400390625
TOOLS	.009765625
UNDTBS001	10
UNDTBS002	.009765625
USERS	.5
XDB	1.0372314453125

- Total Number of tables – 1253 (all schemas)
- Schemas

CKAMAN  
 CTXSYS  
 DMG  
 EDMS\_APP  
 EDMS\_PRD  
 EDMS\_PRD\_AUDIT  
 EDMS\_REF  
 EDMS\_STG  
 EDMS\_STG\_AUDIT  
 EDMS\_TXN  
 EDMS\_TXN\_AUDIT  
 EDMS\_TXR  
 EDMS\_TXR\_AUDIT  
 HR  
 MDSYS  
 ODM  
 ODM\_MTR  
 OE  
 OLAPSYS  
 ORDSYS  
 OUTLN  
 PINGER  
 PM  
 QS  
 QS\_CBADM  
 QS\_CS  
 QS\_ES  
 QS\_OS  
 QS\_WS  
 SCOTT  
 SH  
 SYS  
 SYSTEM  
 WKSYS  
 XDB

The WRAP Emissions Forum anticipates a 14-month contract period for the successful bidder, with an option to renew. The level of effort would be greater if there is an initial 2 to 3 month transition period from current operations, with a more level monthly effort from then on to provide a smoothly operating system. Billing for this project would be expected to not exceed an average of \$12,000 per month; some months may require exceptional effort performed with the prior approval of the Emissions Forum.

### **3.2 Contractor Responsibilities**

The Contractor will have the following responsibilities in support of these efforts:

- A. Provide hardware and bid the rates necessary to run EDMS on a host computer network in a manner similar to its present operation, including:
- Lease application and data servers
  - Oracle server
  - Scientific application server
  - Statistical analysis server
  - Web-hosting server
  - Test server

Alternate or hybrid arrangements of the above will also be considered. Proposals combining this hosting effort with existing long-term WRAP data systems are also desirable. The effort and costs to provide the server, operational support of the hardware, periodic backups, and ongoing security will be clearly defined in the successful bidder's proposal.

- B. Maintain all computational operations on a 24 hour/day, seven day per week schedule, with processor redundancy built in to standard operations as well as backups. Backups shall be performed daily and system maintenance shall be performed on an as needed basis. Contractor shall provide help-line support Monday through Friday during normal business hours in the WRAP region. Contractor will troubleshoot reported problems, if the problem and solution are not quickly identified, discuss potential solutions with the WRAP Technical Coordinator and develop a schedule to correct reported problems. It is expected that a response to most problems will be completed within one (1) business day.

In support of the potential need to address critical functionality issues under this contract, the successful bidder will identify in a report due January 15, 2007 or 10 weeks after the contract start date, whichever is earlier, an analysis of the critical operational and maintenance issues and priorities, and lay out an action plan report for 2007. This report should also address opportunities to begin providing routine outputs from EDMS directly to the WRAP Technical Support System (TSS). The TSS is found at: <http://vista.cira.colostate.edu/tss/>.

- C. Contractor will provide consulting services on an as-needed basis, encompassing the following:

- Assist with data import processing and quality assurance
- Provide timely updated versions to the WRAP inventory
- Develop and run periodic major reports and procedures
- Implement necessary adjustment and maintenance
- Act as principle EDMS contact
- User registration
- Bug fixes
- Routine system maintenance
- Software modifications
- Technical consulting
- Assist states and tribes with generation of reports and system operations
- Track dates and ownership of data submittals
- Upgrades to system databases and programming languages
- Additional system report and export capabilities
- System Integration
- Data conversion and cleanup
- Technical writing
- Attend meetings and participate in conference calls as requested
- Prepare brief monthly status reports and detailed quarterly reports on system operations

D. Provide emission data analysis and processing reports and user training as needed:

- Non-routine QA and gap-filling activities as agreed upon by WRAP
- Identify and communicate duplicate and overlapping data when integrating submitted inventories
- Assist in preparation of data files to be submitted to EPA as part of regional haze technical support
- Develop and conduct user training sessions either in traditional classroom settings or through web-based tools and techniques

#### **4.0 SCHEDULE and DELIVERABLES**

##### **4.1 Deliverables**

The lettered items below are associated with the task items lettered in Section 3.2 of this RFP.

- A. Monthly deliverables for this task include an on-line report of the time needed to maintain the hosting effort by staff member, and the associated costs to provide the server, operational support of the hardware, and ongoing security.
- B. Monthly deliverables for this task include an on-line report of the time used and activities completed by staff member to accomplish all computational operations, periodic backups,

system maintenance, help and support services, and progress in resolving any ongoing problems.

A one-time report is due January 15, 2007 or 10 weeks after the contract start date, whichever is earlier, consisting of an analysis of critical EDMS operational and maintenance issues, priorities, and potential costs, laid out in an action plan for 2007. This report should also address opportunities to provide routine outputs from EDMS directly to the WRAP TSS. Preparation of the draft and final versions of this report will be coordinated with the Emissions Forum and WRAP Technical Coordinator.

- C. Monthly deliverables for this task include an on-line report of the time used and activities completed by staff member to accomplish the items listed for this task, using a simple table to track effort and cost by item. At the end of every calendar quarter, a more detailed, narrative quarterly report addressing the overall activities and system operations for that period will be generated to provide information on EDMS to a broader audience within the WRAP.
- D. Periodic, but no less than every 3 months, deliverables for this task include a report of the time used and activities completed by staff member to accomplish the items listed for this task, including a compilation of the reports from Tasks A-C. As many of these training, data analysis, and special data handling activities are discreet efforts, the 2007 Action Plan deliverable listed in B, above, should identify proposed priorities for these activities

Tasks A, B, and C require coordination with the WRAP Technical Coordinator on a monthly basis or more often as needed. Review of reports associated with Task D, as well as periodic updates associated with less frequent conference calls and in-person meetings of the EDMS Steering Committee and the Emissions Forum will be needed. A proposed conference call schedule and travel costs for one person twice/year from the contractor should be included with the section of the proposal dealing with reports for Tasks A-D.

The contractor will be reimbursed on a base, plus a time and effort basis. Tasks A, B, and C in the Scope of Work will be reimbursed based on firm discrete bids by the contractor. Task D in the Scope of Work will be reimbursed on a time and effort basis at rates agreed to in the contract.

The contractor shall keep a log of all activities covered under the Scope of Work, providing progress reports to the WRAP as listed above, describing the progress of each task including hours and dollars expended. The contractor will communicate with the WRAP Technical Coordinator on the status of work under base efforts. If base efforts prove to be exceptional in a given month, written justification shall be submitted for inclusion under time and effort.

The contractor will provide written work descriptions and estimates for each task. The Emissions Forum, the contractor, and the WRAP Technical Coordinator will collaboratively delineate priorities, review contractor proposals needed to complete the work, and identify the tracking tools for the priority items, prior to the contractor commencing work.

WGA/WRAP shall have 60 days from delivery of work completed under this contract to identify deficiencies in delivered enhancements and fixes. The contractor shall address identified deficiencies within 30 days at no additional charge.

States and tribes face onerous regional haze deadlines and it is therefore expected that the contractor perform all tasks in a professional and expeditious manner. Down time of the system is undesirable, and may result in prorated reduction in reimbursement. Delay of other tasks from agreed upon due dates may result in prorated reductions of time and effort payments.

#### 4.2 Schedule

Major upcoming milestones that will affect contractor effort over the long-term operation include:

- State and tribal triennial data submittals in parallel to the EPA National Emission Inventory (NEI) requirement
- Annual data submittals by states and tribes in support of regional haze SIP tracking and SIP/TIP program operations
- Inventory work on 2008 emissions in support of 2013 SIP updates
- Revised inventory projection work in support of 2018 target date
- Occasional special emissions inventory data collection and results display as identified by WRAP Forums and Workgroups

<b>Milestone Date</b>	<b>Activity</b>
November 2006	Contract start date
December 2006 through December 2007	Begin monthly routine reports via conference call on activities related to items A, B, and C
January 15, 2007 or 10 weeks after contract start date	Critical priorities and action plan analysis report for 2007
April 15, 2007 and 15 days after the end of each calendar quarter thereafter through December 2007	Quarterly report capturing A, B, C, and D activities and other project work completed in that quarter

#### 5.0 BUDGET

The WGA is expecting project costs to not exceed \$12,000 per month. However, some months may require exceptional effort performed with the prior approval of the Emissions Forum.

#### 6.0 PROPOSAL

Any response to the RFP must contain the following sections:

- A. Task completion requirements. Proposals should indicate the level of effort required, the approach to be taken (including examples of the potential formats for the final products), and include an estimate of hours and cost by task in tabular format.
- B. Related experience. Successful bidders will have demonstrated expertise with the completion of similar assessment work, including the specific qualifications of the proposed staff

These sections do not have to be submitted as separate documents and may be included in one volume.

Proposal responses are limited to 50 pages, exclusive of key staff resumes and budgets. Eight (8) copies of each proposal and one (1) electronic copy must be supplied. The electronic copy must also be submitted by e-mail in Adobe Acrobat PDF format to [rhalvey@westgov.org](mailto:rhalvey@westgov.org) and should be exactly as the hard copy.

## **6.1 Amendments to the RFP**

The WGA reserves the right to issue amendments in the form of addenda to this RFP prior to the date for proposal submissions. All persons known by the WGA to have received the RFP will be sent any and all amendments. Failure to acknowledge receipt of the amendments in accordance with the instructions contained in the addenda may result in proposals being rejected. The WGA will allow a reasonable time for the acknowledgment of receipt following issuance of the amendments.

The WGA reserves the right to issue amendments after the date of proposal openings. All persons submitting proposals will be sent any such amendments. The failure to acknowledge receipt of amendments provisions stated in the previous paragraph will apply to post-opening amendments as well.

## **6.2 Submission of Proposal**

All proposals must be received by the WGA, 1515 Cleveland Place, Suite 200, Denver, CO 80202 on or before 2:00 PM MDT on October 5, 2006. The proposals will be publicly acknowledged at that time. Acknowledgment of the proposers' submission will occur on October 6, 2006 or as soon as possible thereafter.

Telephone, telegraph, e-mail, or fax proposals will not be accepted in lieu of the hard copy submission. The required e-mail submission will not count as the official submission. A late proposal will not be eligible for consideration and will be returned unopened, with notification of the reason for its refusal. Proposers must submit their cost proposal, rounded to the nearest dollar, on the proposal form that accompanies this RFP and sealed in an envelope.

### **6.3 Modification of Proposal**

Proposal modification by amendment will be accepted on conditions that:

- 1) The amendment arrives before the deadline for proposal submittal;
- 2) The amendment is in writing and signed by the proposer; and
- 3) The proposal, as amended, conforms in all aspects to the requirements in this RFP.

### **6.4 Withdrawal of Proposal/Mistakes in Bid**

A proposal may be withdrawn at any time prior to the proposal opening.

### **6.5 Disqualification of Proposers**

The WGA reserves the right to reject any and all proposals in writing, before or after the opening, for evidence of conditions including but not limited to collusion with intent to defraud or other illegal practices on the part of the proposer.

### **6.6 Non-Conformance**

Any proposal that does not conform to all of the requirements of the RFP may be rejected. The WGA will so notify the affected proposer in writing of the rejection and the reason for the rejection.

### **6.7 Statement of Financial Condition**

A firm shall provide a statement regarding its financial viability. Any submission is subject to review by the WGA and acceptance or rejection is at the discretion of the WGA.

The WGA reserves the right to ask for additional information concerning financial responsibility. If a proposer unreasonably fails to provide such information, the WGA may find the proposer to be non-responsive.

### **6.8 Related Experience Statement**

The proposal must contain a proposer's experience statement as described below:

- 1) The proposer must provide a list of previous and current contracts of a similar nature, if any, which were awarded to the proposer by a governmental agency and/or the private sector. The statement should provide details on its management ability as well as its technical expertise and a listing of its projects and accomplishments.
- 2) The proposer must include the following in each list described above:

- a. Contract duration, including dates;
- b. Geographic area served; and
- c. Name, address, and telephone number of the contracting agency which may be contacted for verification of all data submitted.

## **6.9 Proposers Conference/Questions and Answers**

A proposers telephone conference will be held at 2:00 p.m. Mountain Daylight Time on September 19, 2006. The call in number is 866-206-0240, access code 152188.

The WGA will accept written questions through the close of business September 20, 2006. The WGA will provide written answers to all written questions as expeditiously as possible to all persons and entities known to have received this RFP. The responses to questions will become a part of the RFP.

Any corrections or necessary revisions that are identified will result in a formal amendment to this RFP, which will be provided to all persons and entities known to have received this RFP.

## **6.10 Evaluation of Proposals**

An evaluation committee will be established to evaluate all proposals in accordance with the evaluation factors stated in this RFP. After the initial review of the proposals by the evaluation committee, the proposers may be asked to make an oral presentation in support of their proposals. It is likely that the oral presentation will be done by telephone conference. Upon final consideration, the evaluation team will make a recommendation to the Executive Director of the WGA. The Executive Director will make the final decision.

The evaluation committee is responsible for developing a final ranking of each proposal and recommending that the proposer deemed to be in the best interest of WGA be awarded the contract. In this capacity, the committee will:

- 1) Rate each proposal on the criteria; and
- 2) Develop a final ranking of each proposal with a narrative that addresses pertinent points and issues.

Proposals will be evaluated based on the following criteria:

- 1) The ability to provide sound technical support;
- 2) Experience with similar projects;

- 3) Personnel qualifications;
- 4) Availability and support of management;
- 5) Completeness and clarity of the proposal;
- 6) Cost;
- 7) Schedule; and
- 8) Offers of in-kind (no cost to the WGA) services from the bidder's organization, which will be reviewed under established WGA procedures

### **6.11 Award of Contract**

The contract shall be awarded to the responsible proposer determined to be the most advantageous to the WGA based on the evaluation factors set forth in Section 6.11 of this RFP. After proposals are opened, meetings may be held with the proposers determined to be the most responsive. Discussion may be held to clarify requirements and to make minor adjustments in services to be performed and in related costs. Any change to the proposal shall be submitted/confirmed in writing by the contractor.

Before an award can be made to a proposer, the WGA reserves the right to reject any and all proposals or waive any minor nonsubstantive irregularity in proposals received. Upon selection of a proposal, the WGA will issue a Letter of Intent specifying a date by which a contract must be executed.

In the event the proposer the evaluation committee has determined to be the most advantageous withdraws their proposal, the award shall be given to the next declared most advantageous proposer as determined by the evaluation committee.

### **6.12 Contract Duration and Renewal**

The WGA intends to sign the contract within 30 days or as soon as possible after notification to the successful proposer.

### **6.13 WGA Preference**

Any or all proposals may be rejected in whole or in part if the executive director determines in writing that such action is in the WGA's best interest.

### **6.14 Confidentiality**

The contents of all proposals, correspondence, working papers, and any other medium that discloses any confidential aspect of the proposal shall be held in the strictest confidence until notice of intent to award.

All proposals will be publicly opened. A register of proposals will be developed by the evaluation committee, providing a proposer name and description of that proposal. This register of proposals will be made public only after the contract is awarded. Confidential information submitted with proposals shall be readily separable and accompanied by a written request of confidentiality.

## **7.0 PRIME CONTRACTOR RESPONSIBILITIES**

If the proposal includes services supplied by other contractors, it will be mandatory for the successful proposer to identify them and to assume responsibility for their performance.

### **7.1 Subcontracting**

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. Each contractor shall control, coordinate, and be responsible for the work of subcontractors. The contractor shall be responsible for informing all subcontractors of all terms, conditions, and requirements of the contract. The WGA reserves the right to approve all subcontractors prior to their assumption of duties on behalf of the contractor. The contractor shall forward to the WGA a listing of each designated subcontractor that indicates their purpose or area of participation.

### **7.2 Patent and Copyright Infringement**

The contractor shall defend, protect, and save harmless the WGA, its officers, agents, and employees against all suits at law or in equity and from all damages, claims, or demands for actual or alleged infringement of any patent or copyright by reason of the contractor's use of any equipment or supplies in connection with the contract.

### **7.3 Conflict of Interest**

The contractor and/or subcontractors must affirm in writing that he/she currently has no interest and shall not acquire any interest, direct or indirect, which would pose a conflict of interest in any manner or degree with the performance of services required by this RFP for the life of the contract.

## **8.0 CONTRACT GENERAL TERMS**

A proposer's response to this RFP shall be considered as the proposer's formal offer. The WGA reserves the right to negotiate additional contract terms within the scope of the RFP. The signing of the contract by the WGA shall constitute the WGA's written acceptance of the successful proposal.