

REQUEST FOR PROPOSAL

WESTERN GOVERNORS' ASSOCIATION

WESTERN REGIONAL AIR PARTNERSHIP

ALTERNATIVES TO PRESCRIBED FIRE

ON WILDLANDS

Publication date July XX, 2001

DESCRIPTION OF THE WGA

MISSION

Established in 1984 through the merger of two governors' organizations, the Western Governors' Association is an independent, non-partisan organization of governors from 18 western states, two Pacific-flag territories and one commonwealth. The Association was formed to provide strong leadership in an era of critical change in the economy and demography of the West. The Western Governors recognize that many vital issues and opportunities shaping our future span state lines and are shared throughout the West.

Through their Association, the Western Governors identify and address key policy and governance issues in natural resources, the environment, human services, economic development, international relations and public management. Governors select the issues based on regional interest and impact. WGA helps the governors develop strategies both for the complex, long-term issues facing the West and for the region's immediate needs. Governors use the WGA to develop and advocate policies that reflect regional interests and relationships in debates at the national and state levels.

The WGA has six basic objectives:

1. DEVELOP AND COMMUNICATE REGIONAL POLICY

The WGA enables governors to identify issues of regional concern, to formulate regional policy for those issues, and to take action that promotes western interests.

2. SERVE AS A LEADERSHIP FORUM

The WGA provides a forum for governors and other leaders to exchange ideas, positions and experiences.

3. BUILD REGIONAL CAPACITY

Through the WGA, governors and their staffs exchange information and ideas about problem solving for a wide range of practical management concerns. The exchange helps governors manage their resources more efficiently and builds rapport among governors, cabinet officers and gubernatorial staffs in the region.

4. CONDUCT RESEARCH AND DISSEMINATE FINDINGS

WGA develops and maintains up-to-date information on a wide range of subjects important to western policy makers, business leaders and educators. The WGA produces occasional white papers and other analyses used in the development of policy on matters important to the West.

5. FORM COALITIONS AND PARTNERSHIPS TO ADVANCE REGIONAL INTERESTS

Through the WGA, Western Governors form coalitions to express collectively their positions on matters of shared interest, and together advocate a western agenda before Congress and the executive branch of the federal government.

6. **BUILD PUBLIC UNDERSTANDING AND SUPPORT FOR REGIONAL ISSUES AND POLICY POSITIONS**

WGA provides timely information for media and the public through its annual convention, meetings, press releases, background papers, program newsletters and the *Western Governors' Report*.

Mode of Operation

The WGA Board of Directors is composed of the Governors of the states and Pacific-flag Islands, which are members of the Association. The Board meets at least once each year at the annual meeting. The new chairman is elected and the WGA workplan and budget are approved at the annual meeting.

An executive committee consisting of the current chairman, chairman-elect and the immediate past chairman acts on policy, workplan and budget matters. In general practice, the WGA chairman recommends a focus and program during his or her term which integrates the interests of the Governors.

Many Governors have one or more issues or policy areas for which they choose to serve as lead Governor. A lead governor, with the concurrence of the chairman, directs the activities, develops proposed positions, chairs related meetings, and provides testimony and comments to Congress, committees and federal agencies. WGA staff provide assistance in these activities.

Between gubernatorial meetings, a Staff Council meets to review and guide WGA activities. The Staff Council comprises the chief of staff or top policy adviser for each Governor. The Staff Council reviews proposed workplans, budgets, and policy resolutions; works out interstate differences on regional issues; and provides guidance to WGA staff. The Staff Council conveys its recommendations to the individual Governors, as well, to keep members abreast of WGA activities.

1999-2000 BOARD OF DIRECTORS

Governor Benjamin Cayetano, Hawaii, Chairman

Governor Tony Knowles, Alaska
Governor Tauese Sunia, American Samoa
Governor Jane Dee Hull, Arizona
Governor Gray Davis, California
Governor Bill Owens, Colorado
Governor Carl T.C. Gutierrez, Guam
Governor Dirk Kempthorne, Idaho
Governor Bill Graves, Kansas
Governor Marc Racicot, Montana
Governor Mike Johanns, Nebraska
Governor Kenny Guinn, Nevada
Governor Edward T. Schafer, North Dakota
Governor Gary E. Johnson, New Mexico
Governor Pedro P. Tenorio, Northern Mariana Islands
Governor John Kitzhaber, Oregon
Governor William J. Janklow, South Dakota
Governor George W. Bush, Texas
Governor Michael O. Leavitt, Utah
Governor Gary Locke, Washington
Governor Jim Geringer, Wyoming

WGA members include the governors of Alaska, American Samoa, Arizona, California, Colorado, Guam, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Commonwealth of the Northern Mariana Islands, Oregon, South Dakota, Texas, Utah, Washington, and Wyoming.

WGA plans, manages and reports on its activities in four program areas: Regional Development; Lands and Water; Environmental Management; and state-federal relations through the Washington, D.C. office.

INVITATION TO BID

DATE: July XX, 2001 RETURN BID TO: Western Governor's Association
BID NO: _____ 1515 Cleveland Place
DIRECT INQUIRIES TO: Rich Halvey Suite 200
PHONE NO: (303) 623-9378 Denver, Colorado 80202

DATE BID DUE: August XX, 2001 4:00 PM Mountain Daylight 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 AMBIENT MONITORING AND REPORTING FORUM

**WESTERN GOVERNORS' ASSOCIATION
600 17TH STREET
SUITE 1705 SOUTH TOWER
DENVER, COLORADO 80202-5452**

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

TYPED OR PRINTED SIGNATURE

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

Handwritten signature by Authorized Officer or Agent of Vendor

VENDOR _____
ADDRESS _____

TITLE _____
DATE _____

PHONE # _____

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

RETURN THIS COPY

PROPOSER COST SUBMITTAL

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

COST 2.1 _____

2.2 _____

2.3 _____

2.4 _____

2.5 _____

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. Bidders must furnish all Material Safety Data Sheets (MSDS) for any chemicals or hazardous materials. Awards may not be made if MSDS are not received by the WGA.
6. The bid should be returned in an envelope sealed and properly marked as to bid number and opening time and date.
7. 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.
8. 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.
9. 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.

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

I. 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 concerning 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 Western Governors' Association 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; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- E. SCHEDULE OF ACTIVITIES:

1.	RFP MAILED TO PROSPECTIVE OFFERORS	<u> xx</u>
2.	PRE-PROPOSAL CONFERENCE (OPTION OF THE WGA)	<u> xx</u>
3.	PROSPECTIVE OFFERORS WRITTEN INQUIRY DEADLINE (NO QUESTIONS ACCEPTED AFTER THIS DATE)	<u> xx</u>
4.	PROPOSAL SUBMISSION DEADLINE SUBMIT 15 COPIES INCLUDING ORIGINAL	<u> xx</u>
5.	BIDDER INTERVIEWS (OPTION OF THE WGA)	<u> xx</u>
6.	PROPOSAL SELECTION (ESTIMATED/WEEK OF)	<u> xx</u>
7.	CONTRACT FINALIZED (ESTIMATED/WEEK OF)	<u> xx</u>
8.	CONTRACT PERIOD	<u> xx</u>

- 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: Rich Halvey
Or e-mail at 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: Rich 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 which are determined to be at variance with the requirement 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, to ensure their bid reflects any and all changes. 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 know.
- 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 which are 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. 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.

The WGA will make a written determination as to the apparent validity of any request for confidentiality. The written decision of the WGA will be sent to the offeror.

- 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, including persons specified to implement the project, of the successful offeror 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 purchaser, is exempt from all federal taxes (designated as a 501(c)(3) organization) 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. INSURANCE: If the proposal so states, the contractor shall procure at its own expense, and maintain for the duration of the work, the following insurance coverages; the WGA shall be issued certificates as an additional insured.

1. Standard Worker's Compensation and Employers' Liability, as required by State statute, including occupational disease, and covering all employees at a work site.
2. General Liability (PL & PD) (Minimum)
 - a. Combined single limit - \$600,000 written on an occurrence basis.
 - b. Any aggregate limit will not be less than \$1 million.
 - c. Contractor must purchase additional insurance if claims reduce the annual aggregate below \$600,000.
 - d. WGA to be named as additional insured on each comprehensive general liability policy.
 - e. Certificate of Insurance to be provided to the WGA within 10 working days of the receipt of the award.
 - f. Insurance shall include provisions preventing cancellation without 60 days prior

notice by certified mail to the WGA.

3. Automobile Liability (minimum). The Contractor shall carry a minimum of \$600,000 combined single limit auto insurance.
4. Additional coverages may be required in specific solicitations.

For any insurances that are required by this RFP, a completed Standard Certificate of Insurance form shall be provided to the WGA by the potential contractor prior to the date of any contract.

II. 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.

JJ. 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.

ACTIVITY	DATE
PUBLISH RFP	
FORMAL BIDDERS CONFERENCE	
COMMENT PERIOD CLOSES	
PROPOSAL SUBMISSION DEADLINE	
PROPOSAL EVALUATION	
BIDDER INTERVIEWS (WEEK OF)	
PROPOSAL SELECTION AND ANNOUNCEMENT	
CONTRACT FINALIZED	

RFP DESCRIPTION

1.0 Background

The Western Governor's Association (WGA), in conjunction with federal, state, tribal and local entities, has formed an organization known as the Western Regional Air Partnership (WRAP). The purpose of the WRAP is to build on the work of the Grand Canyon Visibility Transport Commission (GCVTC) in developing and planning programs that can contribute to reducing emissions and improving visibility throughout the West. The WRAP can recommend regional approaches to improving air quality and reducing regional haze. Ultimately, the responsibility for implementing any or all recommendations of the WRAP lies with individual states and tribes.

The WRAP is composed of one principal planning group, the Initiatives Oversight Committee (IOC), and one principal technical group, the Technical Oversight Committee (TOC). Beneath the IOC and TOC are several Forums whose job it is to develop technical and policy options for the specific area of interest. One such forum is the Fire Emission Joint Forum (FEJF) which reports to both the IOC and TOC. Among other things, FEJF is responsible for making recommendations on strategies and methods to manage emissions from prescribed fire. The Wildland Alternatives Task Team is part of the FEJF and is issuing this Request for Proposal.

The use of prescribed fire to improve the ecological health of the land and to reduce the buildup of hazardous fuels is increasing on public and to a lesser degree on private lands throughout the West. The use of fire as the primary or preferred method raises concerns about increased smoke emissions and the potential impacts on air quality with respect to public nuisance, health and regional haze. There is also concern for managing this increased risk related to other potentially affected resources (water quality and quantity, soils, biota, etc.) and maintaining fires use for fuels reduction and forest health objectives within defined objectives and project boundaries. Thus, it is important that landowners and land managers of wildlands clearly state their goals and objectives for the land, and that they demonstrate that they have considered all reasonable methods and associated risks of achieving those goals. These methods should include non-burning treatments, such as mechanical treatments to reduce the amount of fuel to be burned. The responsible use of acceptable alternative methods should become the preferred option where risks associated with any fire use would exceed fuel reduction benefits or potential emission impacts to health and/or visibility would be unacceptable.

1.1 Project Objective

The use of alternatives to prescribed burning on wildlands when feasible will result in fewer emissions than burning. The objectives of this project are: (1) to provide forest landowners and land managers with a comprehensive reference document cataloging alternatives to prescribed burning, including visual references to the existing situation and desired results, variety of stand structures and recommended treatment considerations; and (2) to assist air quality regulators, environmental organizations, and the general public in understanding the risk versus benefit decision-making process related to use of

alternatives to prescribed burning.

It is expected that the contractor will coordinate closely with the Fire Emissions Joint Forum, particularly through its Wildland Alternatives Task Team.

1.2 WGA Authority

The WGA is responsible for the initial design, implementation, and overall performance for this RFP and any subsequent contract. The WGA is authorized to enter into a contract with a contractor to provide the services outlined below. Determination of the successful completion of the contract tasks and assignments shall be at the sole discretion of the WGA.

1.3 RFP Terminology

Any firm that submits a proposal to the WGA pursuant to this RFP is hereinafter referred to as “Proposer”. Any proposal in response to this RFP submitted by a Proposer is hereinafter referred to as a “Proposal”. Any Proposer with which the WGA contracts for the program is hereinafter referred to as the “Contractor”. The contract between the WGA and the Contractor with respect to any tasks outlined in this RFP is hereinafter referred to as the “contract”.

The use of “shall”, “must”, and “will” in this RFP indicates a requirement or condition from which a material deviation may not be made. A deviation is material if, in the WGA’s sole discretion, the deficient response or action is not in substantial accord with the RFP requirements, provides an unfair advantage to one proposer over another, or has a potentially significant adverse effect on the quality or quantity of items or services proposed or on the cost to the WGA. However, proposers are encouraged to propose innovative or creative designs or features that would tend to have a favorable impact on program costs or technical integrity. Such designs or features, however, must be in substantial accord with the RFP requirements.

2.0 Work Tasks

There are three tasks associated with this project listed below. The first task requires developing a comprehensive reference manual for alternatives to prescribed burning. The second involves preparing a report describing how optional treatments outlined in the reference manual would be incorporated into or required by the NEPA on federal lands. The third involves holding a series of workshops with forest landowners and managers both public and private, air regulators, the general public, and others.

2.1 Develop a Comprehensive Alternatives Reference Manual

The Contractor shall prepare a comprehensive reference manual for forest landowners and land managers that will assist them in expanding and promoting the use of non-burning alternatives on forest lands. This manual will serve as a “how to” guide to help overcome the economic, technical, political, social and administrative barriers that presently exist. The manual will be applicable to all forest lands in

the West, and will identify low-cost and practical alternatives to prescribed fire that could be considered by forest landowners and land managers. Not only will it serve as a general reference document, but also as a compilation of specific “success stories” in the West where non-burning alternatives are successfully being practiced. It will emphasize expanding existing markets and developing new markets for utilizing small diameter and underutilized forest materials. Much of the benefit of this manual will be as a “one-stop” source of economic and technical information to promote effective use of non-burning alternatives, and would be updated periodically to include new information. In addition, it is envisioned that this manual would eventually be included in NEPA assessment requirements for land management activities, as part of the analysis, documentation, and decision-making process.

The following information shall be included in the reference manual:

- 1) A list of non-burning alternatives that can be pursued, and examples of numerous utilization projects and programs that have been successfully implemented in the West;
- 2) A list of potential funding sources for non-burning land management projects and programs;
- 3) A detailed list of equipment typically used in non-burning land management projects and programs, such as wood chippers, grinders, excavators, etc., including purchasing and rental costs, operation costs, etc.;
- 4) Identification of existing markets and potential new markets for utilizing forest materials in the West, such as forest products, energy, and innovative uses, including a reference of market feasibility studies that have been conducted;
- 5) A description of ongoing federal, state, and local programs and plans to reduce hazardous fuel levels and increased fire risk hazards in “urban/wildland interface” areas of the West, with specific references to these programs and contact information;
- 6) A list of potential sources of volunteer, skilled labor, community service, Department of Correction projects, and business development opportunities that could be used for non-burning projects and programs;
- 7) A description of non-profit organizations that could be of assistance;
- 8) A “decision-tree” for landowners and land managers on how to get started, showing different options or approaches that can be pursued, including cost/benefit analysis, utilization versus disposal considerations, economic and environmental tradeoffs, etc.;
- 9) Visual examples illustrating historical fuel levels, photo point documentation of increased fuel levels and encroachment of non-native and climax species, current situation, desired effects of fuels reduction efforts, variety of excess fuel loads by geographic area and

matching treatment options; and

- 10) Development of a visual program for public education opportunities to assist in addressing potential public perception that “mechanical treatments” is not another term for “logging” or “harvest activities”. The program shall clearly demonstrate that the primary goal of mechanical treatments is to improve forest health, minimize fire risk to life and property, and reduce the amount of smoke emissions, by utilizing a variety of options to match specific conditions.

2.2 Incorporation into the NEPA Process

In conjunction with the development of the reference manual, the contractor shall prepare a report that evaluates the legal, regulatory, and other potential issues related to incorporating this manual into the NEPA process. This report shall include a recommendation how to accomplish this objective, and provide examples of how the reference manual would be consulted when evaluating non-burning alternatives as required under NEPA.

2.3 Implementation and Outreach

Following development of a draft reference manual, the contractor shall hold five (5) workshops in different regions of the West, with the target audience being forest landowners and land managers. The contractor will take any feedback and comments received on the draft manual and make revisions as appropriate. Once the final manual is completed, the contractor will distribute copies to the target audience and other interested parties.

The contractor shall also hold five (5) workshops for air regulators, local governments, environmental organizations, and the general public to describe how the reference manual will be used.

The contractor shall prepare a brief report summarizing of all of the workshops described above.

3.0 The Proposal

Proposers shall submit bids for all tasks listed. Based on the availability of funds, the WGA reserves the right to prioritize tasks or delay completion of tasks until such time as funds may become available.

Proposed completion dates by task are as follows:

Task 2.1 shall be completed within four (4) months of the contract effective date. Monthly progress reports shall be submitted.

Task 2.2 shall also be completed in four (4) months of the contract effective date. Updates of this work shall be included in the monthly progress reports for Task 2.1.

Task 2.3 shall be completed in three (3) months after Task 2.1, or within seven (7) months of the contract effective date.

Any response to the RFP must be submitted in two parts:

- 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.
- B. Related experience. Successful bidders will have demonstrated expertise with silvicultural and rangeland management techniques, fire emissions, air quality regulations and agencies, natural resource management agencies, and natural resource literature. Previous on-the-ground experience with prescribed fire and alternatives to burning is highly desirable.

Proposal responses are limited to 50 pages total for all required submissions. Fifteen (15) copies of each proposal must be presented.

3.1 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. The provisions of the contract will remain in force for a period not to exceed one year following the execution of the contract.

3.2 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 RFPs will be sent any and all amendments to the RFP. 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.

3.3 Submission of proposal

All proposals must be received by the WGA, 1515 Cleveland Place, Suite 200, Denver, CO 80202 on or before 4:00 PM on August XX, 2001. The proposals will be publicly acknowledged at that time.

Proposers must submit their cost proposal, rounded to the nearest dollar, on the proposal form which accompanies this RFP and sealed in an envelope. The acknowledgment of the proposers' submission

will occur on August XX, 2001 or as soon as possible thereafter.

Telephone, telegraph, e-mail, or fax proposals will not be accepted.

A late proposal will not be eligible for consideration and will be returned unopened, with notification of the reason for its refusal.

3.4 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.

3.5 Withdrawal of proposal/mistakes in bid

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

3.6 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.

3.7 Non-conformance

Any proposal which 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.

3.8 Proposers questions and answers

All questions for the proposers conference must be submitted in writing. The WGA will accept written questions through the close of business August XX, 2001. The WGA will provide a list of questions and the answers thereto, as expeditiously as possible after this conference 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.

3.9 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 3.13 of this RFP. After RFPs 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 as determined by the evaluation committee.

3.10 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.

3.11 Confidentiality

The contents of all proposals, correspondence, working papers, or any other medium which discloses any 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.

3.12 Evaluation of proposals

The Wildland Alternatives Task Team will evaluate all proposals in accordance with the evaluation factors stated in this RFP. After the initial review of the proposals, 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. A final announcement regarding the oral interviews will be made at the bidders conference on August XX. Upon final consideration, the Wildland Alternatives Task Team will make a recommendation to the Executive Director of the WGA. The Executive Director will make the final decision.

The Wildland Alternatives Task Team will:

- 1) Rate each proposal on the criteria;

- 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) Ability to provide sound technical support;
- 2) Experience with similar projects;
- 3) Personnel qualifications, including the background and experience of the senior team;
- 4) Availability and support of management;
- 5) Completeness and clarity of the technical proposal;
- 6) Cost;
- 7) Schedule;
- 8) Offers of in-kind (no cost to the WGA) services from the bidder's organization, which will be reviewed under established WGA procedures.

4.0 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.

4.1 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 which indicates their purpose or area of participation.

4.2 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.

4.3 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.

5.0 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.

6.0 Statement of financial condition

- 1) A firm shall provide proof of its financial viability. All proof is subject to review by the WGA and acceptance or rejection is at the discretion of the WGA.
- 2) 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.

7.0 Related experience statement

The proposal must also 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. A 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;
 - c. Name, address and telephone number of the contracting agency which may be contacted for verification of all data submitted.

APPENDIX 1-WGA STANDARD CONTRACT

Western Governors' Association

Service Agreement

Contract Number:

Contractor:

Street Address:

City:

State:

ZIP:

Telephone Number:

Fax No:

This Agreement is made this ("Effective Date"), by and between the Western Governors' Association ("WGA") and ("Contractor") in accordance with the terms and conditions set forth below.

WORK

Contractor shall perform the work described below and in Exhibit A hereto (the "Work"):

Enter description of work

SCHEDULE

Contractor shall perform the Work in accordance with the schedule described below and in Exhibit B hereto (the "Schedule"):

Enter Schedule dates, including beginning and ending dates

COMPENSATION

WGA shall pay Contractor the compensation described below and in Exhibit C hereto for the performance of the Work (the "Compensation"):

Enter the total amount to be paid and the schedule of when payment is to be

made, if applicable.

GENERAL TERMS AND CONDITIONS

1. **Performance.** Contractor shall perform the Work safely, in accordance with the highest standard of care, skill, and diligence provided by a professional person or company in performance of work similar to the Work, and all Work shall be of good quality and free from faults and defects. Time is of the essence for this Agreement, and Contractor shall perform the Work in accordance with the Schedule. Although the Work may be interrupted, altered, delayed, or accelerated due to weather, the conduct of WGA's business operations, governmental regulation, or similar conditions, except as set forth in Section 3, no changes in the Schedule or Compensation shall be made as a result thereof.

2. **Payments.** No less frequently than quarterly and no more frequently than semi-monthly, Contractor shall submit to WGA a signed request for payment using WGA Form 2121 for Work performed, together with such other data as WGA reasonably requires. Invoices shall be payable within 60 days after receipt of a request by WGA. If WGA determines that any portion of the Work fails to comply with the requirements of this Agreement, WGA shall notify Contractor in writing and Contractor shall promptly correct, at Contractor's sole expense, any such Work to WGA's satisfaction. If Contractor does not correct such defects to WGA's satisfaction within a reasonable period of time, WGA may retain another contractor to correct or perform the Work in question, and no Compensation shall be due to or claimed by Contractor for any Work so corrected. WGA may withhold from the Compensation (a) all amounts disputed in a particular invoice until such dispute is resolved, and (b) such additional sums as are reasonably necessary to protect WGA against any loss or damage which may result from any negligence of Contractor or any Work which fails to comply with the requirements of this Agreement. WGA's payment of any invoice shall not be construed as WGA's acceptance of the Work, acknowledgment that the Work is complete and in conformity with this Agreement, or as a waiver, release or settlement of any claims or rights WGA may have against Contractor. Upon payment of any invoice, the Work covered shall become the sole property of WGA. Upon completion of the Work, Contractor shall execute and deliver to WGA a release of all claims against WGA, its officers, agents and employees arising under, or by virtue of, this agreement. After inspection sufficient to satisfy WGA that the Work has been completed in full compliance with this Agreement, WGA shall provide Contractor with written acceptance of the Work. Within 60 days following such written acceptance, WGA shall pay Contractor the remaining balance due to Contractor under this Agreement.

3. **Change Orders.** If either party proposes that changes be made in the scope of Work or the Schedule, Contractor shall submit a written change order request with the complete description of the proposed change, a statement of cost, revised Schedule impact, and any other information requested by WGA. Contractor bears all risks of performing, and WGA shall be under no obligation to pay for, any changed Work without prior written approval of WGA of the changes, which approval may be given or withheld at WGA's sole discretion.

4. **Compliance with Laws, Safety.** Contractor shall give all necessary notices, secure all necessary permits, and comply with all applicable WGA, federal, state, and local laws, ordinances, rules and regulations relating to the Work including, without limitation, all nondiscrimination in employment, safety, health, and environmental laws, rules, and regulations.

5. **Subcontracts and Assignments.** Contractor shall not delegate or assign any of Contractor's obligations or rights hereunder or subcontract any of the Work to an agent or subcontractor unless such delegation, assignment or subcontract is with the prior written consent of WGA, made subject to the terms of this Agreement, and any agent or subcontractor accepts in writing the terms and conditions of this Agreement as if it were Contractor hereunder. Any such approved delegation, assignment or subcontract shall not relieve Contractor of Contractor's obligations hereunder.

6. **Independent Contractor.** Contractor, in the performance of the terms of this Agreement, is an independent contractor, and not an agent or employee of WGA. Neither party may enter into any contract

on behalf of the other or otherwise attempt to bind the other party in any manner whatsoever without written authority from such other party, and any such contract entered into without such consent shall be void. Nothing in this Agreement may be construed to establish any partnership, joint venture, or principal/agency relationship between Contractor and WGA.

7. Records and Audit Requirements. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in performing the Work and shall make such material available at all reasonable times during the Performance Period and for five years from the date of final payment to Contractor under this Agreement, for inspection by WGA, the funding agency, the Comptroller General of the United States, and/or any of their duly authorized representatives. Contractor promptly shall reimburse WGA for any expenditures judged by an audit conducted by any of the above to be not in compliance with the requirements of the applicable OMB circulars. Contractor shall include the provisions of this paragraph in any subcontract executed in connection with this project.

8. Insurance. Contractor shall, and shall cause any subcontractors to, carry and maintain in effect the insurance coverage set forth on **Exhibit D** at all times while performing the Work. Prior to commencing the Work, Contractor shall provide WGA with current insurance certificates evidencing these required coverages, and at least 30 days' advance written notice to WGA of the cancellation or material alteration of such policies. At WGA's request, Contractor shall provide WGA with evidence that the insurance coverages are being maintained. WGA shall be named as an additional insured and certificate holder on all such insurance policies and subrogation against WGA shall be waived. Contractor shall pay any deductibles, and all insurance shall be primary, without right of contribution by any insurance carried by WGA. Contractor shall comply with all financial responsibility standards required by applicable law.

9. Contractor's Indemnity. Contractor shall defend, hold harmless and indemnify WGA, its officers, directors, employees, and agents, from and against claims, losses, liabilities, and damages, including attorneys' fees, which result from, arise out of, or are in anyway connected with (i) the breach of any obligation of Contractor under this Agreement, or (ii) damages or injuries to persons or property caused by the negligent acts of Contractor, its employees, agents, or subcontractors in the performance of the Work. This indemnity obligation shall survive termination or expiration of this agreement.

10. WGA's Indemnity. WGA shall save, defend, indemnify, and hold harmless Contractor, its officers, directors, employees, and agents, against claims, losses liabilities, and damages, including attorneys' fees, which result from arise out of, or are in anyway connected with (i) the breach of any obligation of WGA under this Agreement, or (ii) damages or injuries to persons or property caused by the negligent acts of WGA, its employees, or agents in the performance of WGA's obligations hereunder. This indemnity obligation shall survive termination or expiration of the Contract.

11. Termination. WGA may terminate this Agreement upon delivery of written notice to Contractor, and termination of this Agreement shall be effective on the date specified in such notice. Upon such termination, WGA shall pay Contractor for all Work done in accordance with this Agreement, and if Contractor is not in breach of this Agreement, the reasonable cost of terminating existing approved subcontracts, and reasonable demobilization costs agreed to in writing by WGA, and Contractor shall not be entitled to Compensation for any Work performed or expenses incurred after the effective date of such termination, or for the Work performed or expenses incurred between the date of the notice of termination and the effective date of termination, unless such Work and expenses are approved in advance in writing by WGA. Contractor shall not be relieved of liability to WGA for damages sustained by WGA by virtue of any breach of this Agreement by Contractor and WGA may withhold any payments to Contractor for the purpose of set-off for damages caused by Contractor.

12. Limitation of Damages. WGA shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement or the performance of the Work.

13. Notices. All notices or other communications required or to be given under this Agreement

shall be given in writing and delivered personally or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address set forth above. Notice shall be deemed given on the date of delivery in the case of personal delivery, or on the delivery or refusal date as specified on the return receipt in the case of certified mail.

14. Confidentiality. All articles, electronic data, recordings, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the Work conducted under this Agreement ("Confidential Information") shall be kept confidential and shall not be presented publicly or published without prior written approval of the WGA's Executive Director or his authorized agent. If the approval of WGA's Executive Director or his authorized agent is obtained, the following disclaimer must accompany all Confidential Information: "Publication of this document shall not be construed as endorsement of the views expressed therein by the Western Governors' Association or any federal agency."

15. Gratuities. If WGA finds after a notice and hearing that Contractor or any of Contractor's employees, agents, or subcontractors offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of WGA in any attempt to secure this Agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, WGA shall by written notice to Contractor, terminate this Agreement, and pursue such other rights and remedies that the law or this Agreement provides.

16. Transfer or Assignment. Contractor shall not sell, transfer or assign this Agreement or any part thereof without the prior written consent of WGA and shall not assign any monies due or to become due to Contractor under this Agreement without giving 10 days prior written notice to WGA of such assignment.

17. Inventions and Discoveries. Any and all inventions and discoveries along the lines of the business of WGA which Contractor may conceive of or make while performing the Work shall be and remain the property of WGA and/or the funding agency. Contractor promptly shall execute and deliver to WGA any instruments deemed necessary by WGA to effect disclosure and assignment thereof to WGA.

18. Rights in Documents, Materials, and Data Produced: All reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for Contractor under the terms of this Agreement plus correspondence, computer programs and materials including books, magazines and periodicals and office material purchased under this Agreement shall be delivered to, and shall become and remain the property of WGA upon termination or completion of the work. WGA shall have the right to use same without restriction or limitation and without compensation to Contractor other than that provided for in this Agreement. Any document produced in whole or in part under this Agreement shall not be the subject of an application for copyright by or on behalf of the Contractor or its subContractors. If the Work is financed wholly or partially by federal funds, Contractor acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the concerned funding agency. Information regarding the relevant regulations may be obtained upon written request to WGA's Executive Director or his authorized agent. If this Agreement provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under this Agreement shall be the property of WGA and may be used as WGA sees fit including the right to re-use and re-publish the same without limitation. All reports, maps and other documents completed as a part of this Agreement shall bear on the title page of such report, map, or document, the following legend: "Prepared by (Insert name of Contractor) for submission under Agreement with the Western Governors' Association. The preparation of this (insert either report, map or document, as appropriate) was financed in part by funds provided by (insert name of the funding agency, if applicable)." The month and year in which the document was prepared shall also be shown.

19. Compliance with "Equal Employment Opportunity" Laws: Contractor is required to comply with E. O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60,

(Title)

(Title)

Exhibit D

to

Service Agreement Number

dated

between

Western Governors' Association

and

(Contractor)

Contractor Insurance Requirements

PLEASE SIGN AND RETURN THIS FORM WITH THE SIGNED AGREEMENT

Certification Regarding

Debarment, Suspension and Other Responsibility Matters

Contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or Agency;

(b) Have not within a three-year period preceding the date of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for termination of the Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

CONTRACTOR:

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

9 I am unable to certify to the above statements. My explanation is attached
**Option 1:Everyone declines at the same rate Option 2: Sources within a source
category Option 3:BART/BACT/LAER since '90**