

REQUEST FOR PROPOSAL

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

**DEVELOPMENT OF SO₂
EMISSION MONITORING PROTOCOLS
FOR NON-ELECTRICITY GENERATING FACILITIES**

September 13, 2002

INVITATION TO BID

DATE: September 13, 2002
BID NO: 02WGA124WRAP
DIRECT INQUIRIES TO: Lee Alter
PHONE NO: (303) 623-9378

RETURN BID TO: Western Governor's Association
1515 Cleveland Place, Suite 200
Denver, Colorado 80202
Attn: Lee Alter

DATE BID DUE: **October 4, 2002, 2:00 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:
Development of SO₂ Emission Monitoring Protocols
for Non-Electricity Generating Facilities**

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 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

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. 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.

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. SCHEDULE OF ACTIVITIES:

1.	RFP Published	09/13/02
2.	Pre-Proposal Conference	09/24/02
3.	Prospective Offerors Written Inquiry	09/25/02
4.	Proposal Submission	
	8 hard copies including original and 1 electronic copy	10/04/02
5.	Bidder Interviews (option of the WGA)	10/16/02
6.	Proposal Selection (estimated)	10/18/02
7.	Contract Finalized (estimated / week of)	10/21/02
8.	Contract Period	10/02-04/03

- 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: Lee Alter (lalter@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: Lee Alter

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 proposal 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. 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 and provide the WGA with 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 required by this RFP, a completed Standard Certificate of Insurance form shall be provided to the WGA by the 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.

RFP DESCRIPTION

1.0 BACKGROUND

The Western Regional Air Partnership (WRAP) is a collaborative effort of tribal governments, state governments, and various federal agencies to implement the recommendations of the Grand Canyon Visibility Transport Commission (GCVTC) and to develop the technical and policy tools needed by western states and tribes to comply with the U.S. Environmental Protection Agency's (EPA) regional haze rule (RHR). Other common western regional air quality issues raised by the WRAP membership may also be addressed. The activities of the WRAP are conducted by a network of committees and forums composed of WRAP members and stakeholders who represent a wide range of viewpoints.

The WRAP established the Market Trading Forum (MTF), in large part, to develop and recommend emission control strategies for stationary sources of air pollution. A major focus of the MTF has been the establishment of regional emission milestones for sulfur dioxide (SO₂) and a regional backstop cap-and-trade program to be triggered if the milestones are not met through voluntary means.

Critical to the success of any cap-and-trade program is the accurate measurement of emissions. For many sources that would be subject to the cap-and-trade program (e.g., electric utility boilers), emissions of SO₂ are already well quantified and well documented. Other sources, however, may be using methods that are less accurate and/or less consistent across sources. The MTF has therefore established an emissions monitoring workgroup (Workgroup) to address this issue.

This RFP seeks contractual support to develop (1) emission monitoring protocols for non-electricity generating facilities, (2) an estimate of their implementation cost, and (3) regulatory text to facilitate their consistent codification among the WRAP members. The protocols would be implemented after the backstop cap-and-trade program is triggered. Details of the scope of work are provided in Section 2. Details of the milestones and backstop cap-and-trade program can be found on the MTF portion of the WRAP Web site (<http://www.wrapair.org>).

2.0 WORK TASKS

Listed below are the "primary source categories" identified by the Workgroup:

- Copper smelters;
- Refineries;
- Natural gas processing plants;
- Oil and gas production;
- Lime plants;
- Cement plants;
- Industrial boilers (including cogenerators);

- Aluminum smelters; and
- Pulp and paper

The term “protocol,” as used in this RFP, includes, but is not limited to:

- The emissions measurement/quantification system;
- Specification of averaging times;
- Consideration of batch, seasonal, and cyclical operations;
- Calculations used to determine quarterly and annual mass emissions;
- Procedures for addressing missing and invalid data;
- Recordkeeping and reporting requirements;
- Initial performance testing;
- Periodic calibration;
- Audits; and
- Other appropriate quality control and quality assurance measures.

2.1 Research Monitoring Protocols and Associated Costs

2.1.1 Review Available Literature

For each primary source category, with the exception of copper smelters,¹ the contractor shall determine from existing literature what protocols exist for monitoring SO₂ emissions. The literature review should include EPA New Source Performance Standards, issued Title V permits, state air quality rules, consent decrees, and any additional information agreed upon by the Workgroup and contractor. The contractor shall also ascertain from public documents the installation costs and annual operation and maintenance costs for the SO₂ monitoring systems identified above. Cost estimates should assume that the monitors will meet quality assurance and reporting requirements similar to EPA’s Acid Rain Program requirements in 40 CFR 75. This task must include research of protocols that do not necessarily involve the use of continuous emission monitors (CEMs). Finally, the literature review should identify any regulatory approaches that have been implemented for accepting different protocols for small and large sources within the same category. This portion of the review should include other pollutants as necessary to obtain a reasonable number of cases.

2.1.2 Identify Best-Monitored Sources

To ensure that the most suitable protocols are not overlooked in the literature review, the contractor shall contact the state air pollution control agencies of AZ, CO, ID, NM, OR, UT, and WY and the South Coast Air Quality Management District to identify what they consider the best-monitored sources in each primary source category in their jurisdiction. The contractor shall include the protocols from these sources in the research described above.

¹ Copper smelter information is available from the Arizona Mining Association for all smelters in the region except the Kennecott Utah Copper facility.

2.2 Prepare Monitoring Protocols and Regulatory Text

2.2.1 Summary Report

The contractor shall submit one electronic copy and eight (8) hard copies of a report summarizing the findings of Task 2.1. The purpose of this report is to provide a basis from which the Workgroup can select and/or synthesize appropriate protocols. The report shall include a chapter for each primary source category which summarizes the available protocols and their costs, level of usage, and relative adequacy for a cap-and-trade program. Identification shall be made of the best-monitored sources per Task 2.1. The report should also contain a bibliography of all the literature reviewed in Task 2.1.

2.2.2 Facilitate Protocol Development

The Workgroup anticipates that some source categories will not contain any single protocol sufficient for a cap-and-trade program. In this case, protocols will need to be synthesized and/or enhanced. The contractor will be expected to assist the Workgroup in this process. Moreover, since stakeholders may be invited to review documents and contribute to protocol improvement, the contractor must be prepared and able to facilitate a process that may involve such additional individuals over time.

2.2.3 Detailed Report

The contractor shall submit one electronic copy and eight (8) hard copies of a detailed report. This report must document how the final protocols were developed and must describe in detail the protocol(s) agreed upon for each primary source category. The description must be suitable – in content, form, and detail – for use in state and tribal regulations. The detailed report shall also include the bibliography noted above and estimates of installation costs and annual operation and maintenance costs for the final protocols. The Workgroup may require a detailed report for each primary source category in lieu of a larger, single report with chapters for each category.

2.2.4 Regulatory Text

The contractor shall revise, as appropriate, the monitoring and recordkeeping and reporting requirements (Sections C9 and C10) of the draft model rule contained within Attachment A to the WRAP's September 29, 2000 report to the U.S. EPA titled, "Voluntary Emission Reduction Program for Major Industrial Sources of Sulfur Dioxide in Nine Western States and A Backstop Market Trading Program," also known as the Annex to the GCVTC final report. The Annex and its attachments can be found on the MTF portion of the WRAP Web site. In addition, copies of Sections C9 and C10 are provided as Attachment A to this RFP. (Note, paragraphs (g) and (h) of Section C9 are expected to be removed from the model rule.) The monitoring and recordkeeping and reporting requirements of the model rule are critical to facilitating consistent and proper implementation of the protocols by state and tribal air pollution control agencies within the WRAP region.

The purpose of this task is to harmonize the model rule with the detailed contents of the protocols, which shall be incorporated by reference into the rule. Over-arching and common aspects of the protocols (e.g., emission data formats and submission deadlines) should appear in the rule and not necessarily repeated in each protocol, whereas data unique to a given category (e.g., ore test results) should be required within the protocols and not in the main body of the rule.

In addition, it may be appropriate to elaborate some portions of the model rule that do not necessarily relate directly to the protocols. Specifying the minimum elements of the monitoring plan required in C9(b) is one example. The contractor shall recommend any such elaborations (or deletions) and draft them after approval by the Workgroup.

This task is expected to be performed after submission of the detailed report described in Task 2.2. However, to the extent that some state rule-making processes and/or the WRAP Board approval process may require a final model rule sooner, the contractor may be asked to complete this task sooner, with the understanding that other tasks may be delayed as a result.

The contractor shall submit one electronic copy of a draft revision to Sections C9 and C10. After review by the Workgroup, the contractor shall submit one electronic copy of a final version of the regulatory text.

2.3 Address Remaining Source Categories

The Workgroup, based on the WRAP's 1996 SO₂ emission inventory, will provide the contractor with a list of any source categories not identified as primary source categories which may be significant emitters of SO₂. The contractor shall then perform, to the extent resources permit, Tasks 2.1 and 2.2 for the remaining source categories, including the number and type of copies specified therein.

3.0 DELIVERABLES AND SCHEDULE

Project Initiation	11/04/02
Summary Report	12/06/02
Detailed Report	01/10/02
Draft Regulatory Text	01/17/02
Final Regulatory Text	01/31/03
Reports for Remaining Source Categories	02/03/03 – 03/28/03

4.0 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.

Any response to the RFP must contain:

- 1) Task completion requirements. Proposals should indicate the level of effort required, the approach to be taken, and include an estimate of hours and cost by task. The proposal should contain a cost matrix which shows actual hours and cost by individual personnel, and travel, other direct, administrative, and indirect costs for each respective task.
- 2) Related experience with similar types of projects.

Proposal responses are limited to 30 pages, exclusive of key staff resumes and budgets. Eight (8) copies of each proposal and one (1) electronic copy must be supplied.

4.1 Anticipated Cost

The Forum does not anticipate spending more than \$75,000 on this project.

4.2 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 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.

4.3 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 4, 2002. The proposals will be publicly acknowledged at that time. Acknowledgment of the proposers' submission will occur on October 9, 2002 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. Proposers must submit their cost proposal, rounded to the nearest dollar, on the proposal form which accompanies this RFP and sealed in an envelope.

4.4 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.

4.5 Withdrawal of Proposal/Mistakes in Bid

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

4.6 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.

4.7 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.

4.8 Statement of Financial Condition

A firm shall provide a statement regarding its financial viability. All proof 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.

4.9 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 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.

4.10 Proposers Conference/Questions and Answers

A proposers telephone conference will be held at 2:00 p.m. Mountain Daylight Time on September 24, 2002. The call in number is 312-461-9324, access code 107912.

The WGA will accept written questions through the close of business September 25, 2002. The WGA will provide a 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.

4.11 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 committee 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 with the best score 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

4.12 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 4.11 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.

4.13 Contract Duration and Renewal

The WGA intends to sign the contract within 14 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 six months following the execution of the contract.

4.14 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.

4.15 Confidentiality

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

5.0 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.

5.1 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.

5.2 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.

5.3 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.

6.0 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.

Attachment A

Emissions Monitoring and Recordkeeping and Report Requirements in the September 29, 2002 WRAP Model Rule for an SO₂ Backstop Emissions Trading Program

C9. EMISSIONS MONITORING

The owners and operators, and to the extent applicable, the WEB Authorized Account Representative of each WEB source shall comply with the following requirements, as applicable:

(a) SO₂ emissions from each WEB source, and each unit at the WEB source, if applicable, shall be monitored as specified by this section, by 40 CFR part 75, and by requirements delineated in _____ *[refer to guidance developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA]*, as applicable.

(b) By January 1 of the year two years prior to the beginning of compliance requirements under the WEB Trading Program, the owner or operator of each WEB source shall submit to the state or tribe a monitoring plan in accordance with these specifications.

(c) Emission monitoring systems, as required and specified by this section and in _____ *[refer to guidance specifying non-utility requirements, developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA]*, shall be installed, operational and shall have met all of the certification testing requirements in accordance with the following deadlines:

1. For WEB sources under C1.1(a), by no later than January 1 of the year one year prior to the beginning of compliance requirements under the WEB Trading Program.
2. For WEB sources under C1.1(b), by no later than January 1 of the year following the date when modifications were completed or operations commenced, as applicable.
3. For WEB sources under C1.1(c), by no later than January 1 of the year following the five-year SIP review concluding the source is a WEB source.

(d) All monitoring systems are subject to initial performance testing and periodic calibration, accuracy testing and quality assurance/quality control testing as specified in _____ *[refer to guidance developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA]*.

(e) During a period when valid data is not being recorded by monitoring devices approved for use to demonstrate compliance with this rule, missing or invalid data shall be replaced with representative default data in accordance with the provisions of 40 CFR part 75 and any additional requirements delineated in _____ *[refer to guidance developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA]*.

(f) SO₂ emissions data shall be reported to the states or tribes in accordance with provisions of Section C10 of this rule and in _____ [refer to guidance developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA]. The states and tribes shall quality assure and finalize the data in accordance with these provisions for submission to the WEB Emissions Tracking System.

(g) The states and tribes shall agree to a deadline for finalizing and submitting data to the WEB Emissions Tracking System to ensure compliance is determined in a timely manner.

(h) The WEB Emissions Tracking System shall be a secure and transparent system, as verified by double-entry accounting and periodic audits by the states and tribes.

C9.1 Utilities - Part 75 Sources

The owner or operator of each WEB source subject to 40 CFR part 75 shall demonstrate compliance with the WEB Program with a certified part 75 monitoring system.

C9.2 Non-utilities - Non-Part 75 Sources

The owner or operator of each WEB source not subject to 40 CFR part 75 shall demonstrate compliance with the WEB Program through the current methodologies delineated in the Title V permit as adjusted to achieve a level of accuracy comparable to part 75, or _____ [refer to non-utility requirements developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA].

C10. EMISSIONS RECORDKEEPING AND REPORTING

(a) *Recordkeeping.* The owner or operator of any WEB source, unless otherwise provided, shall keep on site at the source each of the following documents for a period of 5 years from the date the document is created:

1. Copies of all reports, compliance certifications, and other submissions or records under the WEB Trading Program.
2. Copies of all documents used to complete a WEB Program permit application.
3. All emissions monitoring information, in accordance with Section C9 of this part, unless otherwise indicated by Section C9 or _____ [refer to guidance developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA]. Additionally, sources will be required to maintain emissions records from 1996 through 1999 in order to support the allocation process.
4. The Account Certificate of Representation for the Authorized Account Representative for the source.

(b) Reporting.

1. The WEB Authorized Account Representative for each WEB source shall submit emissions and operations information each control period on a quarterly basis and in accordance with standards specified in 40 CFR part 75, subpart G, or in any other suitable format as specified by _____ *[refer to guidance developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA].*
2. WEB sources subject to 40 CFR part 75 shall submit data to the state or tribe in conjunction with the quarterly reports submitted to Environmental Protection Agency for the purpose of compliance with 40 CFR part 75.
3. WEB sources not subject to 40 CFR part 75 shall submit quarterly reports within 30 days of the end of each of the calendar quarters according to guidelines specified in _____ *[refer to requirements developed collaboratively by the states, tribes, and EPA following submission of this Model Rule to EPA]* for equivalency with part 75.