

REQUEST FOR PROPOSAL

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

Stationary Sources Joint Forum

October 15, 2004

INVITATION TO BID

DATE: October 15, 2004
 BID NO: 04WGA136WRAP
 DIRECT INQUIRIES TO: Richard Halvey
 PHONE NO: (303) 623-9378

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

DATE BID DUE: **November 16, 2004, 2:00 PM Mountain Standard Time**

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

**SEALED COMPETITIVE PROPOSAL FOR:
 Stationary Sources Joint Forum**

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

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

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

 TYPED OR PRINTED SIGNATURE

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

 VENDOR NAME AND ADDRESS

TITLE _____
 DATE _____
 PHONE # _____

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

RETURN THIS COPY

PROPOSER COST SUBMITTAL

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	10/15/04
2.	Pre-Proposal Conference	11/04/04
3.	Prospective Offerors' Written Inquiry	11/05/04
4.	Proposal Submission	
	8 hard copies including original and 1 electronic copy	11/16/04
5.	Bidder Interviews (option of the WGA)	11/22/04
6.	Proposal Selection (estimated)	11/29/04
7.	Contract Finalized (estimated / week of)	12/06/04
8.	Contract Period	12/04-9/05

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

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

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

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

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

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

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

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

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

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

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

DD. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal, each offeror certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, that in conjunction with this procurement:
 - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing the Invitation for Bid form of this proposal certifies that:
 - (a) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate in any action contrary to (1)(a) through (1)(c) above; or
 - (b) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to (1)(a) through (1)(c) above; and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designees, determines that such disclosure was not made for the purpose of restricting competition.

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

- FF. ASSIGNMENT: Except for assignment of antitrust claims, neither party to any resulting contract may assign any portion of the agreement without the prior written consent of the other party.
- GG. AVAILABILITY OF FUNDS: Financial obligations of the WGA payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the WGA.
- HH. 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.

Administrative

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

1.0 Scope of Work

1.1 Background

The purpose of this work is to support WRAP activities to address emissions from point and area sources by providing WRAP work groups and forums with data, information, and assessments to support the development of programs to address the contribution of Western point and area sources to regional haze at mandatory Class 1 federal areas. The work includes such tasks as emissions inventory analysis, inventory improvements, and future year projections of emissions from point and area sources. It also includes evaluating emission control technology (costs, control efficiencies, etc.). This project will require working with state, tribal and federal representatives, as well as the business and environmental communities.

There are several uncertainties that must be factored into the work of the WRAP. These include the possibility of federal multi-pollutant initiatives for electric utilities, the final federal rule for Best Available Retrofit Technology (BART) due by April 2005, and the extent to which WRAP states and tribes choose to implement source-specific BART as opposed to an alternative program (i.e., regional trading). As a result, there is a need to maintain flexibility in program design and to assess new information as it becomes available, including information from ongoing WRAP technical studies which will provide more information on the contribution of various sources to regional haze in the West. The availability and consistency of the contractor's team over the course of the project is an important factor since point and area source program development for the WRAP will be an iterative process and will require revisiting analyses as assumptions change or new data become available.

The WGA will accept bids from individual companies and teams seeking to provide the full range of services described below, or from individual companies and teams seeking to provide only some of these services. Hence, the WGA may issue one or more contracts (depending on the scope and quality of individual proposals) to meet the needs described below.

The WRAP is a collaboration of tribal governments, state governments, and federal agencies working with industry and environmental groups 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 (40 CFR 51.308-309). The activities of the WRAP are conducted by a network of committees and forums composed of WRAP members and stakeholders representing a wide range of interests and viewpoints. The work on this project shall cover the WRAP region, which includes Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

The regional haze rule requires states (and at their discretion, tribes) to implement BART for certain stationary sources. States and tribes have the option of implementing an alternative program (e.g., an emissions trading program) in lieu of BART. State and tribal implementation plans for regional haze must also demonstrate reasonable progress towards natural visibility conditions in the year 2064. Hence, the WRAP stationary source program for regional haze will need to address both BART and non-BART sources.

The Stationary Sources Joint Forum (SSJF) of the WRAP is charged with conducting technical assessments and developing policy options and recommendations for the WRAP membership. One primary area of focus for the WRAP is expected to be the development of options for emissions trading programs for large stationary sources of SO₂ and NO_x (e.g., those emitting over 100 tpy). Such programs will be designed to, at a minimum, satisfy the BART requirements of the regional haze rule and are likely to include BART and non-BART sources. However, it may also be necessary for the WRAP to address sources of other visibility impairing pollutants (VOC, PM, and possibly NH₃), and sources that may not be included in a trading program due to their size, emission monitoring capabilities or other limitations.

At this time, the WRAP anticipates that any source-specific BART analyses will be conducted by those states and tribes that select that approach instead of participating in alternative programs such as emissions trading. This expectation could change over the course of the project depending on the needs of WRAP states and tribes.

The SSJF is currently completing a project to identify all BART-eligible sources in the WRAP region. By the end of 2004, all BART-eligible and potentially-eligible sources will have been identified.

2.0 Tasks and Deliverables

Task 1: Emissions Inventory Analysis, Improvement, and Projections

1.A. Inventory Review: Based on state and tribal submittals to EPA's National Emissions Inventory, the WRAP is completing a 2002 emissions inventory for all visibility impairing pollutants, which are SO₂, NO_x, VOC, PM, PM₁₀ and PM_{2.5}, elemental carbon, organic carbon, carbon monoxide (CO), methane, and ammonia. This inventory will be contained in the WRAP Emission Data Management System (EDMS), which also includes inventories for Canada and Mexico. The EDMS is being managed by the WRAP Emissions Forum. The contractor, in consultation with the Emissions Forum and the SSJF, shall analyze the 2002 WRAP emissions inventory for point and area sources and determine if it contains the information needed by the WRAP to support program development, including information on current controls and control efficiencies. The EDMS contractor is charged with performing quality assurance steps of data reported to EDMS and taking steps to ensure the accuracy of the data and fill missing emissions data. To the extent that the inventory is still missing needed information (e.g., control devices and control efficiencies), the successful bidder shall work with the Emissions Forum (EF) and SSJF to collect and input the information in a format that is compatible with the WRAP EDMS.

The contractor shall perform a quality assurance review of the point and area source inventories in the EDMS in concert with the SSJF and EF. Fugitive dust emissions associated with point sources are considered part of the point source emissions. States and tribes use various methods to estimate emissions and different definitions for area sources and point sources. The contractor shall propose a plan that describes the data to be reviewed and the methods to be used with a focus on the presence and validity of control device information and control efficiencies for both area and point sources. The review will require consultation with individual jurisdictions and

industry representatives. In order to make the most effective use of project resources, priorities will be established in consultation with the SSJF.

(Note: The following area source categories will not be part of any of the tasks under this project: biogenic, prescribed fire (agriculture and wildland), wildfire, road dust, windblown dust, and mobile source emissions. Inventories and quality assurance for these categories are being addressed by other forums.)

Inventory Review Deliverables: Draft and final reports shall be submitted which summarize the inventory review process and contain specific recommendations for improvements to the emissions inventory. The primary focus of these reports is to (1) assess the completeness and reasonableness of point and area source emissions for purposes of making emissions projections, (2) verify the methods and reasonableness of gap filling procedures used for area source emissions and (3) provide a discussion of the various means by which states and tribes define “area sources” and “point sources” and the resulting effect on data evaluation. After finalizing the report, the contractor may be asked to periodically evaluate the stationary sources inventory for changes resulting from the quality assurance review or from other factors. Such evaluations shall be documented in a memorandum and/or in addenda to the final report. The contractor shall provide suggested inventory revisions to the SSJF and EF for review. Approved revisions shall be loaded into the EDMS by the contractor.

1.B. Oil and Gas: Oil and gas sources have been identified as the second largest category of stationary source NOx emissions in the WRAP region. Oil and gas sources are also emitters of SO₂, VOC and PM.

Some of these sources occur on tribal lands. A separate project is underway within the WRAP to examine existing point sources on tribal land. Coordination of these efforts will be done by the SSJF and the WRAP Tribal Data Development Work Group.

As is the case with other area sources, the WRAP 2002 emissions inventory for oil and gas sources is expected to contain significant uncertainties due to the large number of dispersed sources in this category and the fact that inventory procedures sources vary among states and tribes. The contractor should be aware of the fact that ownership and operation of oil and gas facilities changes frequently. In addition, it is necessary to quantify the amount and/or frequency of periodic high level (spike) emissions related to routine well installation, operation, and maintenance activities and to include this information as appropriate in the data sets. In coordination with the SSJF Oil and Gas Work Group, the contractor shall:

- Evaluate the accuracy of current, existing emissions inventories for oil and gas sources and document the methods used to calculate those inventories, including information on emission rates, current control technologies and efficiencies, and the different methods used to estimate emissions and categorize oil and gas sources.
- Evaluate and recommend alternative methods to estimate emissions for oil and gas sources to improve the accuracy and consistency of the regional inventory.
- Provide an updated emissions inventory for 2002 for oil and gas sources for the WRAP region.

- Recommend projection methods and prepare a regionally consistent oil and gas emissions inventory for 2018 (see related task below). New emissions and retirement of existing sources should be considered within the projection method.

The review will require consultation with individual jurisdictions and industry representatives. In order to make the most effective use of project resources, priorities will be established in consultation with the SSJF.

Oil and Gas Deliverables: Draft and final reports shall be submitted which summarize the inventory review process, describe the emissions inventories, and contain specific recommendations for improvements to the emissions inventories. After finalizing the report, the contractor may be asked to periodically evaluate the oil and gas inventories for changes resulting from the quality assurance review or from other factors. Such evaluations shall be documented in a memorandum and/or in addenda to the final report. Contractor shall provide revisions to the inventory to the SSJF and EF for review. Approved emissions inventories and any subsequent revisions under this contract shall be loaded into the EDMS by contractor.

1.C. 2018 Emissions Projections: After the 2002 inventory is reviewed and any necessary improvements are made, the contractor shall develop point and area source emissions projections for all visibility impairing pollutants for the year 2018. This projection work shall include emissions from the WRAP region at the same geographic level of detail as the 2002 base year emission inventory (e.g. state, county, tribal reservations). The projections should include emissions estimates for new (expected) sources not contained in the base year inventory. Emission projections must also be obtained from the CENRAP states of Arkansas, Iowa, Kansas, Louisiana, Minnesota, Missouri, Nebraska, Oklahoma and Texas. The CENRAP projections may be available from CENRAP, however if they are not, they should be projected from CENRAP 2002 emissions data. (The WRAP will facilitate interactions with CENRAP.)

The contractor shall identify and recommend appropriate assumptions, input data, and economic and emission models to be used for projection variables. Variables include both demographic information and economic growth rates. For major SCC categories, variables include: source retirement rates, new source location and fuel use, and emission reductions expected from known federal, state, and tribal air quality requirements adopted by September 2004 and to be implemented by the end of 2018. Prior to use of these variables in projecting emissions, the proposed approach, including the methods, assumptions, input data, and models, will be approved by a projections work group that consists of members from the Economic Analysis Forum, Emission Forum, and SSJF. The contractor may review the methods and assumptions contained in the last projection work completed by E.H. Pechan, Projections Report for the 2018 Base Case Emission Inventory (<http://www.wrapair.org/forums/ef/docs.html>) as it develops a proposal for WRAP consideration.

2018 Emissions Projections Deliverables: A report proposing the appropriate assumptions, input data, and economic and emission models to be used for projection variables will be presented to the projections work group for their review and approval. Using the approved assumptions, data, and models, draft and final 2018 emissions inventory and report shall be submitted to the projections work group for review and approval by the SSJF and EF. Approved 2018 emissions

projections shall be loaded into the EDMS by the contractor. The resulting 2018 baseline inventory will then become the basis for evaluating control technologies and potential strategies to reduce stationary source emissions as part of the regional haze SIPs and TIPs.

Task 2: Control Technology Analysis

The performance and cost of control technologies will be a primary consideration in the development of stationary source programs to address regional haze in the WRAP region. The contractor shall work with the SSJF to develop and evaluate potential opportunities to reduce stationary source emissions, including from BART-eligible sources which will be explicitly identified by the SSJF. The contractor will provide information for various source categories and control technologies (e.g., costs, control efficiencies, and other impacts on the source and environment). NO_x controls were recently characterized for the WRAP for a number of significant NO_x source categories identified in the 1996 WRAP stationary source inventory.¹

2.A. Sulfur Dioxide: The contractor shall work with the SSJF to evaluate options for expanding the WRAP SO₂ Annex which was adopted by the states of AZ, UT, NM, WY, and OR. This will primarily involve evaluating emission reduction options for SO₂ sources > 100 TPY (BART and non-BART; electric utilities and other sources) in the remainder of the WRAP region.

2.B. Nitrogen Oxides from EGUs: The contractor shall work with the SSJF to evaluate potential NO_x emission reductions from electric generating units (EGUs), some of which are BART-eligible. The contractor shall assess the NO_x reductions that are achievable from various boiler types, including burner configurations, boiler sizes, and shapes as well as coal ranks. The effect of permitted carbon monoxide limits must also be considered in this evaluation. This will include working closely with industry and environmental stakeholders to access and evaluate their information on this topic, as well as information from EPA. Draft and final reports shall include a description of the NO_x combustion controls available for various boiler and coal types and describe the range of emission reductions that might be expected from the installation of such controls on each type of boiler, considering fuel differences and carbon monoxide restrictions.

2.C. Nitrogen Oxides from Other Sources: The contractor shall work with the SSJF to evaluate NO_x control options for non-EGU sources, including oil and gas sources. Some of these sources may ultimately be suited for inclusion in an emissions trading program while others may not. In particular, information will be needed on the population of sources, current and proposed emission standards across source types and jurisdictions, and potential control options for new and existing sources. Such work must be closely coordinated with the oil and gas emissions inventory work described above.

2.D. Other Pollutants: While much of the focus of this effort will be on stationary sources of NO_x and SO₂, some effort will be required to evaluate control options for sources of other visibility impairing pollutants (speciated VOCs, PM, and possibly ammonia). In particular, some level of analysis for these pollutants is expected for BART-eligible sources. The extent of the analysis required under this task will depend on the results of forthcoming technical assessments

¹ See <http://www.wrapair.org/forums/mtf/nox-pm.html>.

on the causes of haze in the WRAP region and on the results of the project currently underway to identify BART-eligible sources.

Control Technology Analysis Deliverables: The contractor shall submit draft and final reports to the SSJF for review and approval, summarizing the issues addressed, the options considered, and the data, assumptions, methods, and results. Separate reports will be required for SO₂, NO_x, and other pollutants considered. Based on the results of the control strategy analyses and review by the SSJF, the contractor shall provide three to five, as yet to be identified, 2018 point source control strategy inventories for review. Approved 2018 control strategy scenario projections shall be loaded into the EDMS by the contractor.

Reports will be provided in electronic and hard copy formats. 5 hard copies of the final report and documentation will be provided.

3.0 Schedule/Deliverables

The contract term and work schedule below represent an estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule would be shifted. Alternate schedules may be proposed. The final reports and data for the project must be completed no later than September 2005.

Proposed Schedule:

January 10, 2005	Reports due: 1) 2002 EI data review, 2) draft oil and gas data review/methodology proposals, and 3) projections approach/input data/models draft report
January 27 th	Approve January 10 th reports, begin EI work
March 4 th	Reports due: 1) draft 2002 EI improvements, 2) draft 2002 oil and gas EI improvements, 3) final list of point and area source control programs by state/county/tribe/federal jurisdiction, and 4) draft SO ₂ /NO _x /other pollutant control technology analyses
March 18 th	Approve March 4 th reports, load final revised 2002 EI (including oil and gas emissions) into EDMS.
April 20 th	Reports due: 1) draft 2018 base case emissions projections, draft final reports for all tasks except control strategy scenarios.
May 10 th	Approve April 20 th reports, load 2018 base case emissions inventory (including oil and gas emissions) into EDMS.
June/July	Reports due: 1) 3 to 5 proposed 2018 control strategy scenario reports and EIs.
August	Approve June/July reports and EIs, load 3 to 5 2018 control strategy scenarios' emissions inventories into EDMS.
September 2005	Project complete.

4.0 THE PROPOSAL

Any response to the RFP must contain the following sections:

A. Task completion requirements. Proposals should indicate the level of effort required, the approach to be taken (including examples of the potential formats for the final products), and include an estimate of hours and cost by task in tabular format.

B. Related experience. Successful bidders will have demonstrated expertise with the completion of similar assessment work, including the specific qualifications of the proposed staff

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

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

4.1 Anticipated Cost

The WGA is expecting project costs to not exceed \$250,000. However, bidders should submit proposals based on what they believe is the appropriate amount to adequately complete all tasks. Bidders are encouraged to be cognizant that the WRAP prefers bidders with efficient budgets.

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 November 16, 2004. The proposals will be publicly acknowledged at that time. Acknowledgment of the proposers' submission will occur on November 17, 2004 or as soon as possible thereafter.

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

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

4.8 Statement of Financial Condition

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

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

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 and/or the private sector. The statement should provide details on its management ability as well as its technical expertise and a listing of its projects and accomplishments.
- 2) The proposer must include the following in each list described above:
 - a. Contract duration, including dates;
 - b. Geographic area served; and
 - c. Name, address, and telephone number of the contracting agency which may be contacted for verification of all data submitted.

4.10 Proposers Conference/Questions and Answers

A proposers telephone conference will be held at 11:00 a.m. Mountain Time on November 4, 2004. The call in number is 312-461-9324, access code 107912.

The WGA will accept written questions through the close of business November 5, 2004. The WGA will provide written answers to all written questions as expeditiously as possible to all persons and entities known to have received this RFP. The responses to questions will become a part of the RFP.

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

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 team will make a recommendation to the Executive Director of the WGA. The Executive Director will make the final decision.

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

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

Proposals will be evaluated based on the following criteria:

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

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 30 days or as soon as possible after notification to the successful proposer.

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 that discloses any confidential aspect of the proposal shall be held in the strictest confidence until notice of intent to award.

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

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 that 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.