



**REQUEST FOR PROPOSAL**

**INVITATION TO BID ON INSTRUCTIONAL SERVICES FOR THE PRESENTATION OF:  
EFFECTIVE PERMIT WRITING (APTI 454), OR SUBSTANTIALLY EQUIVALENT COURSE**

**DATE: February 11, 2019**

**RFP NO: 008-2019**

**DIRECT INQUIRIES TO:** Jeffrey P. Gabler  
**PHONE NO:** (503) 478-4955  
**RETURN BID TO:** Western States Air Resources (WESTAR) Council  
715 SW Morrison Street, Ste. 503  
Portland, Oregon  
**Attn:** Jeffrey P. Gabler (jgabler@westar.org)

**DATE BID DUE: March 15, 2019 by 4:00 P.M. Pacific**

Bids properly marked as to BID NO., subject to the Terms and Conditions herein stipulated and in accordance with the specifications set forth and/or attached hereto, will be accepted at the email address or physical address listed above, prior to the date and time listed (see above). All bids shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or jobsite listed herein.

**COMPETITIVE PROPOSAL FOR:**

**INSTRUCTIONAL SERVICES FOR THE PRESENTATION OF: EFFECTIVE PERMIT WRITING (APTI 454), OR  
SUBSTANTIALLY EQUIVALENT COURSE**

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.

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

**RETURN A COMPLETED COPY OF THIS PAGE WITH THE PROPOSAL**

**PROPOSER SUBMITTAL**

\_\_\_\_\_  
PROPOSER'S NAME

\_\_\_\_\_  
PROPOSER'S ADDRESS STREET AND NUMBER

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
PROPOSER'S Tax ID #

\_\_\_\_\_  
NAME OF AUTHORIZED OFFICIAL (PRINT OR TYPE)

\_\_\_\_\_  
OFFICIAL TITLE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

## **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 States Air Resources (WESTAR) Council 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 WESTAR, 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 WESTAR immediately. Failure to do so will be at the bidder’s risk. All variances from the RFP specifications will be furnished, in writing to WESTAR.
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. WESTAR shall not be bound by a bid until WESTAR and the apparent successful bidder execute an Agreement, making the apparent successful bidder a contractor. The contractor shall perform its duties thereunder 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 WESTAR. 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.
6. Bidder agrees to comply with all applicable federal, state, and local laws, regulations and policies, as amended, including those regarding discrimination and unfair labor practices.
7. All products/services produced in response to the contract resulting from this RFP will become the sole property of the WESTAR, including without limitation all intellectual property rights in such products/services.
8. Products/services resulting from this contract will not be subject to separate renewal or upgrade fees during the life of the contract.

9. 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.
10. The successful bidder may be an individual company, entity, or institution, or may be composed of a team of companies, entities, and/or institutions to handle the development and routine operation portions of this project.
11. No changes to the staffing of the prime and any subcontractors can be made without prior written approval by WESTAR.

## ADMINISTRATIVE INFORMATION

- A. ISSUING OFFICE: This Request For Proposal (RFP) is issued by the Western States Air Resources (WESTAR) Council. WESTAR is the sole point of contact on this RFP.
- B. INVITATION TO SUBMIT PROPOSALS: WESTAR 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.
- C. PURPOSE: This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by WESTAR to satisfy the need for expert assistance in the completion of the goals of this RFP.
- D. SCOPE: This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, including mandatory requirements which must be met to be eligible for consideration.
- E. PROPOSED SCHEDULE OF ACTIVITIES:
- |  |            |
|--|------------|
| 1. RFP Published                         | 02/11/2019 |
| 2. Prospective Offerors' Written Inquiry | 02/18/2019 |
| 3. Notice of Intent to Bid               | 02/22/2018 |
| 4. Proposal Submission                   | 03/15/2019 |
| 5. Proposal Selection                    | 03/22/2019 |
- 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 (transmittal by E-Mail preferred) to:

WESTAR  
715 SW Morrison Street, Ste. 503  
Portland, Oregon 97205  
Attn: Jeffrey P. Gabler (jgabler@westar.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 WESTAR on or before the proposal due 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:

WESTAR  
715 SW Morrison Street, Ste. 503

Portland, Oregon 97205  
Attn: Jeffrey P. Gabler

WESTAR's Invitation for Bid form must be signed 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, in the WESTAR's discretion. Proposals submitted in hardcopy format should be in a sealed package showing the following information on the outside of the envelope:

OFFEROR'S NAME  
RFP-NO.

- 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. WESTAR will maintain a register of holders of this RFP. Any party receiving this RFP other than from the WESTAR should inform WESTAR of its interest in order to ensure receipt of any addenda.
- J. BIDDER INTERVIEWS: Offerors who, in the WESTAR's judgment, are deemed most qualified after initial evaluation may be asked to interview with the selection committee, in the WESTAR's discretion.
- 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 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 WESTAR. 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 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. PROPOSAL PRICES: Develop cost proposals with the understanding that this solicitation is based on a fix fee format for professional services, and actual expenses format for all travel expenses and other variable expenses. All work will be performed consistent with the schedule specified in the contract.
- O. 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. WESTAR will, in its judgment and discretion, 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.

- P. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the WESTAR, including without limitation all intellectual property therein. The WESTAR 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.
- 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, WESTAR 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 WESTAR, WESTAR 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 WESTAR, using the criteria applicable to the method of procurement utilized, in compliance with 2 CFR 200.320.
- 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. RFP CANCELLATION: WESTAR reserves the right to cancel this Request for Proposal at any time without penalty.
- U. WESTAR OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals, upon established opening time, become the property of WESTAR. All products/services produced in response to the contract resulting from this RFP will become the sole property of WESTAR. The contents of the successful offeror's proposal will become contractual obligations.
- V. INCURRING COSTS: WESTAR 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.
- W. MINORITY PARTICIPATION: It is WESTAR'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-owned business firms that the offeror finds to be consistent with the efficient performance of any resulting contract.

- X. NON-DISCRIMINATION: The offeror shall comply with all applicable local, state, and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.
- Y. REJECTION OF PROPOSALS: WESTAR 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 WESTAR.
- Z. 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.
- AA. NEWS RELEASES: News releases pertaining to this RFP shall not be made prior to execution of the contract without prior written approval of WESTAR.
- BB. CONTRACT CANCELLATION: WESTAR reserves the right to cancel, for cause for material uncured breach, or for convenience, any contract resulting from this RFP by timely written notice to the contractor.
- CC. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
1. By submission of a 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 WESTAR determines that such disclosure was not made for the purpose of restricting competition.

- EE. 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.
- FF. AVAILABILITY OF FUNDS: Financial obligations of WESTAR 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 WESTAR.
- GG. INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the WESTAR, 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, or in breach of, the contract resulting from this RFP.
- HH. VENUE: The laws of the State of New Mexico, U.S.A., shall govern the validity, interpretation, and enforcement of any resulting contract.
- II. Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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Western States Air Resource (WESTAR) Council

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**Request for Proposals:**

**Instructional Services  
for the Presentation of:**

**EFFECTIVE PERMIT WRITING (APTI 454), OR  
SUBSTANTIALLY EQUIVALENT COURSE**

**in**

**Salt Lake City, Utah**

**Updated February 11, 2019**

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## WESTERN STATES AIR RESOURCES COUNCIL

### REQUEST FOR PROPOSALS FOR INSTRUCTIONAL SERVICES FOR THE PRESENTATION OF: EFFECTIVE PERMIT WRITING (APTI 454), OR SUBSTANTIALLY EQUIVALENT COURSE

#### I. ORGANIZATION DESCRIPTION

The Western States Air Resources Council (WESTAR) was founded in 1988 by eight western state air agencies. Since hiring staff and opening its office in early 1992, the Council has grown to fifteen states including Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. WESTAR Council is a nonprofit organization that was formed: to promote the exchange of information between the States; to serve as a forum to discuss western regional air quality issues of common concern; to share resources for the common benefit of the member states; and to provide training services to air pollution control agencies in the western United States. WESTAR Council is located in Santa Fe, New Mexico, Portland, Oregon, and Fort Collins, Colorado, has a staff of five, and is funded primarily by EPA grants. For further information on WESTAR Council, potential bidders may refer to: [www.westar.org](http://www.westar.org).

#### II. SOURCE OF FUNDING

WESTAR receives most of its training funding from federal Clean Air Act (CAA) Section (§) 103 funds. The funding that will support this project is from CAA § 103 grants awarded to WESTAR. These funds were initially state and tribal assistance grant funds which were reserved at the national level with approval of the National Association of Clean Air Agencies (NACAA) to support air program training needs.

#### III. TRAINING PROGRAM SUMMARY

WESTAR's training program serves the training needs of state and local air pollution control agencies in fifteen western states. The diversity among these western air agencies is vast. While some agency staff numbers are in the 10s, others reach well into the 100s, and while some agencies are adequately funded, others do not have sufficient funds to participate in training nor the capability to achieve the minimum number of attendees to offer a training course. Staff turnover is another major issue of these agencies which means that many of these agencies are in large part staffed by relatively inexperienced individuals. However, regardless of the tremendous diversity of these state and local agencies, these air pollution control agencies need and desire highly qualified, competent staff to operate critical programs and make crucial decisions, and all share the need for staff with expert skills, knowledge and abilities to effectively and efficiently serve the needs of their constituencies.

WESTAR meets these training needs by identifying, designing, developing and delivering needed, cost-effective, responsive, and western-states-focused educational opportunities for state and local air agency staff. For Federal Fiscal Year 2019 WESTAR will offer 20-25 training courses in the western United States. Agenda and course materials are obtained from a variety of sources including EPA, colleges and universities, regional training consortia, and individual instructors.

#### IV. PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to solicit instructional services and costs bid to present Effective Permit Writing (APTI 454), or substantially equivalent course.

The products of this project shall include but not limited to instructional services. Prospective bidder may determine the need to update the course agenda to better reflect the needs of the target audience (see below), and/or to reflect changes in environmental regulations, the implementation of new policies, and the advancement of technologies. Changes such as these can cause agenda topics and course materials to be out-of-date. Revisions to course materials shall be considered public domain if bidder includes costs of updates in cost proposal.

Attendees attending the proposed training course will generally be state and local air pollution control agency staff from the western United States.

#### V. SUBMITTAL INFORMATION FOR PROPOSALS, INQUIRIES, AND REQUESTS

Proposals, inquiries, and requests for clarification and other information should be directed to:

Name:	JEFFREY P. GABLER
Title:	TRAINING MANAGER/PROJECT MANAGER
Organization:	WESTERN STATES AIR RESOURCE COUNCIL (WESTAR COUNCIL)
Street:	715 SW MORRISON STREET, STE. 503
City/State/Zip:	PORTLAND, OREGON 97205
Phone:	503-478-4955
Fax:	503-478-4961
E-mail:	<a href="mailto:jgabler@westar.org">jgabler@westar.org</a>
Web Site:	<a href="http://www.westar.org">http://www.westar.org</a>
Notice of Intent to Bid:	CLOSE OF BUSINESS: FEBRUARY 22, 2019
Submittal of Bid	CLOSE OF BUSINESS: MARCH 15, 2019

#### VI. TRAINING COURSE DETAILS

The following table contains specific information about the course and location:

Course Dates <sup>1</sup>	TBD
Course Number	454
Course Title	EFFECTIVE PERMIT WRITING
Course Length	3 DAYS
Course Maximum	~30
Course Web Site	
Course Location	SALT LAKE CITY, UTAH
Guest Room Information	INSTRUCTOR(S) IS RESPONSIBLE FOR FINDING HIS/HER OWN GUEST ROOM(S)
Ground Transportation Options	INSTRUCTORS WILL NEED A RENTAL CAR FOR DURATION OF COURSE



<sup>1</sup>Please note that the dates and location may be subject to change due to circumstances beyond the control of WESTAR COUNCIL. Should such changes be necessary, affected parties shall be promptly notified.

**Course Description:**

The course was designed to provide hands-on training in the methods and procedures used to effectively draft and review permit conditions used with a variety of permit programs. Examples of the various types of permit conditions are presented along with practical exercises.

**Learning Objectives:**

The course provides a basic understanding of the information that is expected for a complete air quality permit application as well as basic approaches for developing an effective permit for industry and the regulatory agency. Attendees will be able to identify the following critical features of establishing an effective permit:

- Identification of the components required in a complete permit application evaluation;
- Explanation of the functions and purposes of each component of a complete permit application;
- Description of the characteristics of an effective permit, and;
- Explanation of the process and approaches that can be used to assure an effective permit is produced.

**VII. SUMMARY OF SUBMISSION REQUIREMENTS AND CONDITIONS**

**A. General Requirements**

Prospective bidders shall only respond to this solicitation if they can demonstrate through references and other means that they have a working knowledge of all practical aspects of the permitting programs and processes, and effectively draft and review permit conditions (see Paragraph VI. Training Course Details and Major Topics). References shall be provided.

**B. Suspension and Debarment**

Prospective bidders shall be capable of providing certification that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within the past three-years been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification; destruction of records; making false statements; or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Section VII Paragraph B.2 (above).
4. Have not within a three-year period preceding this date had one or more public (federal, state, or local) transactions terminated for cause or default.

### C. Submittal Requirements

Responses to this RFP shall be submitted in two parts. The first part shall include the technical and administrative information required in Section VII Paragraph F (below) and as described in Section IV (above). The second part shall contain the cost information specified in Section VII Paragraph G (below). No cost calculations and estimations shall be included in the Technical Proposal. Inclusion of, and/or references to, costs in the Technical Proposal may result in the bid being disqualified. The cumulative Proposal shall conform to all criteria specified in this RFP.

### D. Proposal Submittal Deadline

Prospective bidders shall notify WESTAR Council of their intent to bid no later than close of business on February 22, 2019. This notification may be made by telephone, fax, or e-mail.

WESTAR Council will accept responses until close of business on March 15, 2019, unless, solely at its discretion, WESTAR Council chooses to extend the bid proposal deadline.

WESTAR Council reserves the right to reject proposals received after the prescribed date and time.

### E. Format Requirements

Bidders shall submit their proposals in electronic (preferred formats: MS Word, PDF), or hardcopy format to WESTAR Council Project/Training Manager (as listed below):

Jeffrey P. Gabler, Project/Training Manager  
WESTAR Council  
715 SW Morrison Street, Ste. 503  
Portland, Oregon 97205  
Phone: 503-478-4955 Fax: 503-478-4961  
E-mail Address: jgabler@westar.org

### F. Technical Proposal & Administrative Content Requirements

In addition to conforming to the course description and course material information contained in Sections IV & VI, the technical proposal shall conform to the following administrative requirements:

1. Title Page: (see page 3: Proposer Submittal template)
2. History and Current Status:  
Provide a brief description and history of the bidding entity, and its corporate or partnership status, as applicable.
3. Organization and Staffing:  
Discuss the organization of the bidding entity, along with the staff members who will provide support for this project. Describe the resources available to execute the work

tasks requested and provide résumés and/or other documentation of qualifications of all key project team members who would provide project.

4. Summary of Training and Educational Experience:  
Provide a summary of training and educational experience of the lead instructor and any supporting instructors, and any specific experiences that uniquely qualifies the instructor(s) to present the course.
5. Environmental Experience and Certifications:  
Provide a summary of environmental regulatory experience in the practical aspects of all practical aspects of the permitting program and processes, and effectively drafting and reviewing permit conditions, and any relevant certifications of the bidding entity and its primary employees.
6. Special Expertise:  
Provide information on any special expertise or innovations that the bidding entity has developed for support of its customers that might be relevant to this project. Types of problems addressed, solutions recommended, and results shall be provided.
7. References:  
Provide the names, addresses, and telephone numbers of a minimum of three references who know the work and performance of the bidder as it relates to this proposed project.

#### G. Cost Proposal Content Requirements

1. Develop cost proposals with the understanding that this solicitation is based on a:
  - a. Fixed fee format for professional services, and,
  - b. Actual expense format for all travel expenses and other variable expenses (all reasonable travel expenses, least expensive economy class, WESTAR will not pay for upgrades for any travel related expense);
  - c. Meals are based on WESTAR's per diem schedule (\$11 – Breakfast; \$14 – Lunch; \$28 – Dinner).
2. Bidders shall submit separately a cost proposal as prescribed in Paragraph VII.C. of this RFP
3. A complete Cost Proposal shall include:
  - a. Professional service charges.
  - b. Estimate of travel costs including lodging, meals, incidentals, and transportation. WESTAR will pay, within reasonable limits, actual travel costs. WESTAR will not pay for airfare or hotel upgrades such as, but not limited to, early boarding, preferential seating, other travel upgrades, early and late checkout fees, and fitness club fees. Meals shall be reimbursed at WESTAR's per diem schedule as outlined in Paragraph VII.G.1.c. WESTAR will not reimburse tips. Reimbursement for mileage is based on WESTAR's rate (\$.54 per mile). Use of rental vehicle for personal reasons is contractor's responsibility, and must be deducted from rental vehicle expenses. Contractor must communicate with WESTAR if planning on using personal vehicle for transportation, or any other alternative form of transportation, and provide

documentation showing that the use of alternative transportation is a cost-effective alternative to air travel.

- c. Course material printing and shipping costs.
- d. Other relevant expenses (Please itemize).

4. Costs of Proposal Preparation Limited to Bidder.

- a. All costs incurred in the preparation of a proposal pursuant to this RFP shall be the responsibility of, and borne by, the bidder and shall not be reimbursed by WESTAR Council.

- H. Bidders shall provide information of sufficient detail to enable WESTAR Council to determine the bidder's ability to perform the tasks outlined in this RFP. Failure of a bidder to comply with all submission requirements in this RFP shall constitute cause for WESTAR Council to disqualify the Proposal. WESTAR Council reserves the right to reject for any reason any and all proposals received in response to this RFP.
- I. Inquiries regarding RFP requirements and other related information shall be directed to the WESTAR Council's Project/Training Manager as indicated in Section V or VII. E. of this RFP.
- K. Bidder shall provide WESTAR with most current agenda. Revisions to the agenda and/or course materials shall be considered public domain if bidder includes costs of updates in cost proposal.

## VIII. PROPOSAL SELECTION CRITERIA.

WESTAR will only select experienced contractor(s). Selection criteria will include:

- Completeness and responsiveness of the written proposal relative to the requirements outlined in this RFP including proper certification and signature. A bid may be disqualified if substantially deficient in content or if the required certification and signature are not provided.
- Bidder's ability to meet the needs specified in this RFP.
- Instructor qualifications and experience in presenting course materials.
- Recent experiences of WESTAR Council with the bidder including an assessment of past course evaluations, if applicable.
- Historic experience of the bidder with training in general and with presenting this course in particular.
- Proposed costs for completing the tasks specified.
- Information from references.
- Other pertinent information and factors at the discretion of WESTAR.

## IX. GENERAL PROCUREMENT PROVISIONS AND CONDITIONS

- A. WESTAR reserves the right not to award any contract based on this request for proposals.
- B. WESTAR is not required to select the lowest cost bid, but will consider cost among the other factors listed in Section VIII.

- C. WESTAR may request follow-up bids from selected contractors if necessary to obtain further information before making final selections.
- D. At the conclusion of the selection process, WESTAR may provide information on the strengths and weaknesses of an individual proposal to that respective respondent. Except as required by state and federal law, WESTAR shall not be obligated to provide more detailed information. WESTAR shall not provide copies of proposals submitted pursuant to this RFP to any entity other than official representatives of WESTAR and EPA.
- E. Funds available for this contract are federal funds from the U.S. Environmental Protection Agency, and contractors must meet requirements associated with the use of federal funds.

## **X. INSTRUCTOR PERFORMANCE AND TASK EXPECTATIONS.**

Bidders shall assume that the course attendance will be capped at ~30 students – WESTAR will communicate actual number to bidder with sufficient time. The instructor(s) for this course shall meet the following expectations and perform the following tasks:

- Demonstrate excellent communication and presentation skills.
- Demonstrate an in-depth knowledge of the subject matter.
- Present a professional demeanor throughout the course.
- Provide presentations in an informative manner containing a mix of background, technical, and practical information utilizing such teaching methods as lectures, class exercises, and small group works.
- Be responsive to student questions and concerns.
- Meet course objectives for dispensing core knowledge in the subject area.
- Be prompt in arrival and stay on schedule.
- Bidder using proprietary materials must receive WESTAR's approval and reproduce sufficient numbers of course material packets for distribution at the beginning of course.
- Course materials must be available for distribution at the beginning of course.
- Adequately prepare for the course.
- Communicate with WESTAR, as necessary, to ensure proper pre-course planning.
- Communicate to WESTAR audio-visual needs.
- Provide a laptop computer for use in the course.
- Administer a pre-test and post-test.
- Provide WESTAR with a post-test summary within 5-day after course completion.
- Submit a Course Summary Report (unless prior agreement has been reach between WESTAR and instructional service provider) within 30 days of completion of the course which will include:
  - Cover page stating: Course title, course number (if applicable), date offered, location, and names and affiliations of course instructors and any guest lecturers;
  - Course agenda and objectives;
  - Student information: class roster;
  - Summary of course presentation: Impression of student and instructor attitudes toward the course and comments concerning facility, materials, EPA support (if applicable) and any other pertinent information;
  - Recommendations and comments: suggestions for improving the course, summary of course evaluations from the students (and from instructors if available);

- Summary of course outcomes: analysis of pre-test and post-test scores to measure course effectiveness;
  - Grade report: students' pre-tests and post-tests or legible copies of those items;
  - List of material developed, redeveloped, or used as supplements by the instructor, include copies of any materials developed or redeveloped with WESTAR funding.
- If appropriate, generate course certificates.
  - Provide an accurate invoice for instructional services, consistent with the accepted bid. Documentation shall be provided for all costs. Meals shall be reimbursed at WESTAR's per diem meal rate (\$11 – Breakfast; \$14 – Lunch; \$28 – Dinner).
  - Failure to compile with any of the above Performance & Task Expectations could result in cancellation of contract, and withholding of payment until terms and conditions have been met.

## **XI. WESTAR COUNCIL OBLIGATIONS.**

In preparing proposals, prospective bidders may assume that WESTAR Council will:

- Communicate course materials shipping information to bidder.
- Make all course location arrangements and communicate said information in a timely manner to students and instructors.
- Make audio-visual arrangements such as a digital projector, stand, surge bar, extension cord, screen, and flip charts and/or a dry-erase board.
- If appropriate, make refreshment arrangements for morning and afternoon breaks (lunch is on your own).
- As necessary, provide name cards, sign-in sheet, course evaluations, attendee list, agenda, and student performance report template.
- If appropriate, generate course completion certificates.
- If appropriate, generate course summary report for EPA.
- Make timely payment for instructional services and travel expenses within thirty days of receipt of accurate invoice, and upon successfully fulfilling all requirements set forth in the RFP.