STATE OF WASHINGTON
ENERGY FACILITY SITE EVALUATION COUNCIL
OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS

PROJECT TITLE: Independent Consulting Services for Wallula Energy Resource Center Project Potential Site Study and Application Review

PROPOSALS DUE BY: 5:00 p.m., December 5, 2007

EXPECTED TIME PERIOD FOR CONTRACT: 12 Months

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS

1. Introduction
2. General Information for Consultants
3. Scope of Work
4. Proposal Contents
5. Evaluation and Contract Award
6. Exhibits
   A. Certifications and Assurances

1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Energy Facility Site Evaluation Council hereafter called "EFSEC" or "Council," is initiating this Request for Proposals (RFP) to solicit proposals from firms to conduct independent review of preapplication, environmental assessment, and application documents for an Integrated Gasification Combined Cycle (IGCC) electrical generation facility. Wallula Energy Resource Company LLC (Applicant) has submitted a request for a Potential Site Study (PSS) for the Wallula Energy Resource Center Project (Project) to EFSEC. State regulations require EFSEC to retain an independent consultant to conduct a study that includes analyzing environmental impact information for the proposed site and other matters it may deem appropriate.

In addition, EFSEC anticipates the Applicant will submit an Application for Site Certification (ASC) to EFSEC in early 2008. The winning contractor(s) will also provide support and coordination in conducting a State Environmental Policy Act (SEPA) review process, National Environmental Policy Act (NEPA) review, assessment of the ASC, and other work or studies on other matters which the Council deems essential to an adequate appraisal of the proposed Project throughout EFSEC's application review process.

1.2 OBJECTIVE

EFSEC is seeking a firm or firms to perform the following activities:

- Conduct a review of existing environmental documents and provide recommendations whether additional environmental information is needed for an adequate appraisal of the proposed Project site.
- Provide assistance in planning and conducting the Potential Site Study including attending one or more public meetings (Chapter 463-22 WAC).
- Prepare a Potential Site Study Report identifying potential environmental impacts of the Project (WAC 463-22-050).
- Coordinate or assist a SEPA and or a NEPA review.
- Review the ASC and provide a recommendation on the adequacy of the ASC.
- Provide EFSEC with environmental and technical expertise, as needed.

Work assigned under this contract will be for the Wallula Energy Resource Center Project only.

1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the State of Washington. The Consultant and/or its contractors should have demonstrated analytical skills and expertise in environmental, socioeconomic, and land use issues.

1.4 FUNDING

Work under this contract will be by Task Order. Task Orders shall be issued only <u>after</u> funding is authorized by the proponents of the Project.

Award of the contract is expressly conditioned upon the contractor executing a contract deemed acceptable by EFSEC.

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 4, 2008 and to end on December 31, 2008. Amendments extending the period of performance, if any, shall be at the sole discretion of EFSEC.

Contract issuance, Task Orders and contract amendments are subject to Washington State Office of Financial Management (OFM) regulations, requirements and procedures.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

EFSEC – The Energy Facility Site Evaluation Council is the agency of the State of Washington that is issuing this RFP.

EFSEC Chair – The Chair of the Energy Facility Site Evaluation Council appointed by the Governor of Washington State.

EFSEC Staff – The employees of the Department of Community, Trade and Economic Development assigned as staff to the Energy Facility Site Evaluation Council, and authorized to act on behalf of the EFSEC Chair and members.

Consultant – Individual or company submitting a proposal in order to obtain a contract with EFSEC.

Contractor – Individual or company whose proposal has been accepted by EFSEC and who has executed a written contract with EFSEC.

Project – Wallula Energy Resource Company's proposed Wallula Energy Resource Center (WERC) IGCC electrical generating facility.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

RFP Coordinator – The EFSEC staff person acting as the point of contact for this procurement.

1.6 ADA

EFSEC complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

1.7 CONTRACT DURATION

The total duration of this Project is expected to be approximately **twelve (12) months**.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

All communication between the Consultant and EFSEC upon receipt of this RFP should be with the RFP Coordinator, as follows:

Name	Allen Fiksdal, EFSEC Manager
Address	PO Box 43172
	905 Plum Street, SE., 3rd floor
City, State, Zip Code	Olympia WA 98504-3172
Phone and FAX Numbers	360-956-2152 FAX: 360-956-2158
E-Mail Address	**allenf@cted.wa.gov**

Any other communication will be considered unofficial and non-binding on EFSEC. Consultants are to rely on statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator or designated EFSEC staff, may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Proposals due	December 5, 2007
Evaluate proposals	December 6-7, 2007
Conduct oral interviews with finalists (optional)	December 13, 2007
Announce "Apparent Successful Contractor" via fax, or e-mail; telephone to unsuccessful proposers	December 17, 2007
Negotiate contract	December 17-19, 2007
File contract with OFM (if required)	December 21, 2007
Begin contract work	January 4, 2008

EFSEC reserves the right to revise the above schedule. If no oral interviews are held, some of the dates may be adjusted accordingly.

2.3 SUBMISSION OF PROPOSALS

Consultants are required to submit four (4) copies of their proposal. ***NOTE:*** One copy must have original signatures. The proposal, whether mailed or hand delivered, must arrive at EFSEC no later than 5:00 p.m., local time, on **December 5, 2007**.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. EFSEC assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission or e-mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of EFSEC and will not be returned.

2.4 CONFLICT OF INTEREST

EFSEC may disqualify and not consider for this contract any firm or individual that in EFSEC's judgment could present a conflict of interest. This includes, but is not necessarily limited to, businesses or firms currently employed or who have been under contract or subcontract to Applicants for Site Certification with Projects under EFSEC consideration within the past year.

If there is any possibility of potential conflict of interest, please provide sufficient information or supporting data regarding:

- The capacity and the length of time the firm, its personnel or subcontractors were, involved with Applicants for Site Certification or their Projects before EFSEC within the past year.
- How a legal fire-wall has been or would be established that would protect against conflict of interest.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of EFSEC.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is awarded; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page and the particular exception from disclosure upon which the Consultant is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

EFSEC will consider a Consultant's request for exemption from disclosure; however, EFSEC will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. A request to mark the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information shall be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all organizations or persons on EFSEC's record that were mailed the original RFP. EFSEC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. Consultants responding to the RFP are encouraged to contact the RFP coordinator to ensure that correct Consultant mailing addresses are on file in the event that RFP addenda are issued by EFSEC.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of OMWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goal for MBE is 8 percent and for WBE, 4 percent, for this type of Project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by EFSEC from the due date for receipt of proposals.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

EFSEC also reserves the right, however, at its sole discretion to waive minor irregularities.

2.10 MOST FAVORABLE TERMS

EFSEC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant could propose. There will be no best and final offer procedure. EFSEC does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to EFSEC.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be required to enter into a contract that conforms to OFM contracting guidelines and its general terms and conditions. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. EFSEC will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

EFSEC will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or EFSEC to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

EFSEC reserves the right at its sole discretion to reject any and all proposals received, without penalty, and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The EFSEC Chair or Staff are the only individuals who may legally commit EFSEC to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 INSURANCE COVERAGE

The Contractor is to furnish EFSEC with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to EFSEC within fifteen (15) days of the contract's effective date.

Liability Insurance

a. **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than $1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain a separation of insured's (cross liability) condition.

   Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

b. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or a substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall have employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Additional Provisions

The above insurance policies shall include the following provisions:

- **Additional Insured.** The State of Washington, EFSEC, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- **Cancellation.** State of Washington, EFSEC, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- **Identification.** Policy must reference the State's contract number and EFSEC.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

2.18 WORKER'S COMPENSATION COVERAGE

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this contract.

3. SCOPE OF WORK

EFSEC has received a request for Potential Site Study (PSS) under Chapter 80.50.RCW and Chapter 463-22 WAC for the Wallula Energy Resource Center Project (Project), an approximately 700 megawatt Integrated Gasification Combined Cycle electrical generation facility. The Project will be located on 759 acres at the Port of Walla Walla, approximately 2 miles north of the unincorporated community of Wallula, in Walla Walla County Washington.

The consultant selected under this RFP will be responsible for and will conduct the following activities:

3.1 TASK 1:

a. Review Potential Site Study Request document.

b. Participate in preapplication meetings, in the vicinity of Wallula, WA. One meeting will be with interested local, state and federal agencies to coordinate the regulatory permitting process and a second will be an evening public meeting to gather public comments regarding the Project.

c. Prepare a Potential Site Study Report that contains an analysis of the Potential Site Study request and the adequacy for this Project of the 2002 Environmental Impact Statement prepared for the Wallula Generating Facility, a natural gas powered combined cycle combustion turbine Project. The Wallula Generation Facility was approved by the state in 2002, but later canceled by the proponent.

d. Provide recommendations whether additional environmental information is needed for an adequate appraisal of the proposed Project site.

3.2 TASK 2:

a. Evaluate the adequacy of the Application for Site Certification (ASC), and provide written comments and a recommendation for acceptance of the ASC to EFSEC staff.

a. Assist with the planning and coordination, as well as attending the Land Use Consistency Hearing.

b. Assist with the planning and coordination, as well as participating in at least one public SEPA scoping meeting to be held in Walla Walla County and one agency scoping meeting to be held in Olympia, Walla Walla County, or another location that may be acceptable to participants.

c. It is possible that EFSEC may need to coordinate its SEPA review with one or more federal agencies for a NEPA review of the Project. If the Council determines that it will coordinate with those federal agencies in a joint SEPA/NEPA EIS process, it may ask the Consultant to work on the development of the scope of the joint NEPA/SEPA EIS documents. This work would require negotiating a specific scope and budget for this task.

3.3 TASK 3: If the Council determines work listed below is needed it will negotiate the scope and budget for this work prior to issuing this task order:

a. Provide technical assistance and/or additional studies or research on environmental, social and economic matters that may arise throughout EFSEC's review of the Project.

b. Participate in adjudicatory hearings and permit review processes.

c. Assist in the development a draft ASC in conjunction with the EFSEC staff.

Please Note: EFSEC may request the Consultant to ensure that information regarding existing resources, impacts to resources, and mitigation are thoroughly documented in environmental documents prepared by the Applicant. EFSEC may contract with the Department of Fish and Wildlife to assess the adequacy of mitigation for impacts to fish, wildlife, avian species and habitat that result from implementation of the Project and will seek to contract with the Department of Ecology for water discharge and air emission permits. The Consultant will be expected to coordinate with these agencies to incorporate their findings and observations as part of the Project.

3.4 DELIVERABLES

Potential Site Study Report – As required by WAC 463-22-050, the report should contain a general analysis of the potential impact of the proposed Project and identify significant areas of environmental concern for further assessment. The report shall address the adequacy of the 2002 Environmental Impact Statement prepared for the Wallula Generating Facility in relationship to the Project and identify any additional environmental analysis needed.

Public Meeting(s) – Attend public meetings held for local, state, and federal agencies as well as for the public.

Adequacy of ASC Report – The consultant will assess the ASC for completeness and accuracy and provide written comments and a recommendation for acceptance of the ASC to EFSEC staff, as required.

SEPA Scoping Meetings – State law requires EFSEC to conduct an informational public hearing as close to the proposed site as practicable. It is anticipated that as part of this hearing EFSEC will also conduct a public SEPA scoping meeting. The Consultant, in coordination with EFSEC staff, will help prepare materials (handouts and posters) for at least one public scoping meeting to be held in Walla Walla County. The consultant may be asked to lead the SEPA scoping part of the public meeting. In addition, EFSEC anticipates that there will at least one additional scoping meetings to inform and elicit comments from tribes, non-governmental organizations, federal, state, and local agencies on the Project. This meeting may be held in Olympia, Walla Walla County, or in a location convenient to those agencies attending.

If EFSEC is coordinating with federal agencies in a joint SEPA/NEPA document, the scoping meetings may be coordinated and/or consolidated with the federal NEPA process.

SEPA Scoping and Report – The consultant will lead the efforts to produce a Scoping Report. This Scoping Report will identify issues, adverse impacts, and mitigation and narrow those down to the probable significant adverse impacts and reasonable alternatives for the Project that may be required to be evaluated in an EIS.

EFSEC rules (Chapters 463-60 WAC and 463-62 WAC) require an ASC to include substantive information regarding the Project, the environment, socioeconomic impacts, as well as adverse impact mitigation. Using its technical expertise the consultant may be required to determine through its own review of the ASC, the public SEPA scoping meeting, and other scoping activities, the issues and mitigation that should be evaluated in an EIS or any supplemental SEPA document for the Project.

The consultant will be required to evaluate the August 2002 Wallula Power Project EIS for applicability to the proposed Project. The consultant must assess the 2002 EIS for consistency with the state's current environmental review regulations in Chapter 197-11 WAC and provide written comments, as required.

It is anticipated that the Scoping Report will be used as a guide for the preparation of a new Draft or a Supplemental EIS for EFSEC's review. However, if through scoping EFSEC determines additional information is needed for the new draft EIS, the consultant may be asked to review any new information, data, or reports provided by the Applicant. The Consultant may be asked to either prepare the EIS or supplemental document or review the document if EFSEC allows the Applicant to prepare it.

EFSEC expects the scoping report to be delivered approximately 15 days after the end of the scoping comment period.

If EFSEC is coordinating with federal agencies in any joint SEPA/NEPA document, the scoping document may be coordinated and/or consolidated with the federal NEPA process.

Technical Assistance and Studies as Required – The consultant may be requested to provide technical assistance and expertise in reviewing or assessing information or studies, and/or conduct studies related to environmental or socioeconomic issues throughout EFSEC's review process (estimated to be up to 12 months). Deliverables will be negotiated prior to issuing specific task orders for this work.

4. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper. The major sections of the proposal are to be submitted in the order noted below:

- Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
- Technical Proposal.
- Cost Proposal.

The response to this proposal must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

4.1 LETTER OF SUBMITTAL

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

a. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.

b. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

c. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.

d. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

e. Location of the facility from which the Consultant would operate.

f. Identification of any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by EFSEC that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

4.2 TECHNICAL PROPOSAL

The Technical Proposal must contain a comprehensive description of services including the following elements:

A. Project Approach/Methodology (Scored) – Include a description of the Consultant's proposed approach and methodology for this proposal. This section should convey the Consultant's understanding of the proposed Project and any issues that might arise from the Scope of Work, Tasks 1 – 3. . The Consultant's proposal should identify any assumptions regarding each of the Tasks and what the Consultant's work would entail.

B. Work Plan (Scored) – Include all Project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the contract as defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the tasks required under this contract. Include any required involvement of EFSEC staff. The Consultant should also present creative approaches to facilitate review of the Project by the consultant and EFSEC that could enhance understanding of the potential Project impacts, reduce redundancy and enable a shorter review process.

C. Project Schedule (Scored) – Include a Project schedule indicating when the elements of the work will be completed and when deliverables would be provided. Because specific dates are not known please estimate number of days estimated to accomplish the work elements.

D. Staff Qualifications/Experience (Scored) – Identify staff, including any subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the Project. Provide resumes for the named staff, which include information on the individual's particular skills related to this Project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of EFSEC.

E. Experience of the Consultant (Scored) - Indicate the experience the Consultant and any subcontractors have in the following areas:

- IGCC or other power Projects.
- SEPA (and possibly NEPA) scoping activities.
- Development of SEPA scoping and/or other SEPA documents (may also include NEPA).
- The review process for ASCs pursuant to EFSEC statute and regulations.
- Involvement with highly controversial Projects.

Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

Include a list of contracts the Consultant has had during the past five years that relate to the Consultant's ability to perform the services needed under this RFP. Please list the contract period of performance, contact persons, telephone numbers and e-mail addresses.

F. References - List names, addresses, telephone numbers, and e-mail addresses of three business references for which work has been accomplished in the past three years and briefly describe the type of service provided. The Consultant must grant permission to EFSEC to contact the references. Do not include current EFSEC staff as references. References will be contacted for the top scoring proposal(s) only.

G. Related Information:

1. If the Consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and Project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated, and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. EFSEC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Consultant has experienced no such termination for default in the past five years, so indicate.

H. OMWBE Certification (Optional) - Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this Project.

4.3 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP at a reasonable cost.

Identification of Costs (SCORED) - Identify all costs including expenses expected to be charged for performing the anticipated work necessary to accomplish the Tasks and objectives of the Scope of Work identified in this RFP. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Costs for subcontractors are to be broken out separately.

Consultants are required to collect and pay Washington state sales tax, if applicable. Please note if any subcontractors are certified by the State Office of Minority and Women's Business Enterprises.

5. EVALUATION AND CONTRACT AWARD

5.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by EFSEC, which will determine the ranking of the proposals.

EFSEC, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 75%		75 points
Project Approach/Methodology	10 points	
Work Plan	10 points	
Project Schedule	10 points	
Staff Qualifications/Experience	10 points	
Experience of the Consultant	15 points	
Cost Proposal – 25%		25 points
PROPOSAL GRAND TOTAL		**100 POINTS**

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

EFSEC, at its sole discretion, may elect to select the top scoring finalists from the written proposals for an oral presentation and final determination of contract award. Should EFSEC elect to hold oral presentations, it will contact the top-scoring firms to schedule a date, time and location. The oral presentations will be considered independently of the written proposals and if held will determine the successful proposer. If there are any additional commitments made by the proposer during the oral interview, they will be considered binding.

5.4 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via telephone, FAX, e-mail, or letter.

5.5 PROTEST PROCEDURE

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or EFSEC rules.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) EFSEC'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by EFSEC. The EFSEC Chair or an employee delegated by the EFSEC Chair who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold EFSEC's action; or
- Find only technical or harmless errors in EFSEC's acquisition process and determine EFSEC to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide EFSEC options which may include:
  –Correct the errors and re-evaluate all proposals, and/or
  –Reissue the solicitation document and begin a new process, or
  –Make other findings and determine other courses of action as appropriate.

If EFSEC determines that the protest is without merit, EFSEC will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

6. RFP EXHIBITS

Exhibit A Certifications and Assurances

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by EFSEC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

5. I/we understand that EFSEC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of EFSEC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

_____
Signature of Proposer

_____
Title Date