

REQUEST FOR PROPOSAL

WESTERN GOVERNORS' ASSOCIATION WESTERN REGIONAL AIR PARTNERSHIP

Technical Support and Greenhouse Gas Protocol Preparation for the Oil & Gas Exploration & Production and Gas Processing Greenhouse Gas Accounting Protocol Project

September 5, 2008

INVITATION TO BID

DATE: September 5, 2008
BID NO: 08WGA151WRAP
DIRECT INQUIRIES TO: Richard Halvey or Tom Moore
PHONE NO: (303) 623-9378

RETURN BID TO: Western Governor’s Association
1600 Broadway, Suite 1700
Denver, Colorado 80202
Attn: Richard Halvey

DATE BID DUE: **October 7, 2008, 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:
Technical Support and Greenhouse Gas Protocol Preparation for the Oil & Gas Exploration & Production and Gas Processing Greenhouse Gas Accounting Protocol

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. Any products quoted shall be newly manufactured and of the manufacturer’s current model, unless otherwise specified.
5. The hard copy bid should be returned in an envelope sealed and properly marked as to bid number.
6. No bid shall be withdrawn for a period of less than sixty (90) calendar days subsequent to the opening of the bids, unless otherwise stipulated by the WGA.
7. **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.
8. **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.

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

General

1. All products/services produced in response to the contract resulting from this RFP will become the sole property of the WGA.
2. Products/services resulting from this contract will not be subject to separate renewal or upgrade fees during the life of the contract.
3. 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.
4. 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.
5. 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 operation portions of this project.
6. No changes to the staffing of the prime and any subcontractors can be made without prior written approval by WGA.

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. PROPOSED SCHEDULE OF ACTIVITIES:

1.	RFP Published	09/05/08
2.	Pre-Proposal Conference*	09/19/08
3.	Prospective Offerors' Written Inquiry	09/22/08
4.	Proposal Submission	
	8 hard copies including original and 1 electronic copy	10/07/08
5.	Bidder Interviews (option of the WGA) week of	10/13/08
6.	Proposal Selection (estimated) week of	10/20/08

The dates are subject to change at the discretion of WGA

*at the discretion of WGA

- 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
1600 Broadway, Suite 1700
Denver, CO 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 Governors' Association
1600 Broadway, Suite 1700
Denver, CO 80202
Attn: Richard Halvey (rhalvey@westgov.org)

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: All offerors must submit their tax identification number. 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. 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.
- II. 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.

1.0 PURPOSE AND OVERVIEW

On behalf of the Project Steering Committee¹ staff from the Western Governors' Association (WGA) are facilitating and coordinating the development of a protocol for reporting and verifying greenhouse gas (GHG) emissions from the field operations of the Oil & Gas sector -- specifically, exploration and production activities, as well as gas processing plants and the operations of collection systems delivering oil and gas products to processing and refining facilities. The final deliverable for this project is an entity-wide voluntary reporting and verification protocol for review and adoption by The Climate Registry (TCR). Interim products include a background and scoping paper and a technical review of key sources and emissions quantification methods to support development of mandatory GHG reporting requirements for the Western Climate Initiative.

A focused technical workgroup of 15-20 people, including experts from public sector agencies, non-governmental organizations, industry, and environmental advocacy groups, will provide detailed review of these products. The protocol project Steering Committee will select the Technical Workgroup (TWG). The TWG will meet periodically by conference call, and less frequently in person, during the November 2008 through May 2009 time frame. TWG members will review and comment on technical documents in a timely manner, and communicate with colleagues in their sector. The Steering Committee will seek additional expertise as needed for specific technical issues identified by the TWG.

In addition, a Protocol Advisory Group (PAG) will be formed. The PAG will be composed of anyone interested in participating in the development and review of the protocol. PAG members will receive periodic notices of the progress of the TWG and have several opportunities to review and comment as the products are developed.

1.1 The Project: Key Responsibilities and Scope

Key Responsibilities

The WGA is soliciting a contractor to provide technical support for the TWG, develop a background and scoping paper and a technical review of key sources and quantification methods, prepare drafts of the protocol, solicit, organize and address comments on the draft protocol, and advance the protocol to a final version for consideration and adoption by TCR. The deliverables for this project are:

- A background and scoping paper that presents an overview of GHG sources and available estimation methods for field operations in the oil & gas sector, including exploration and production activities, gas processing plants, and the operation of collection systems delivering oil and gas products to processing and refining facilities. *At a minimum, the scope of this paper should address all land based operations and sources (excluding oil sands and*

¹ Staff from the New Mexico Environment Department (NMED), the California Air Resources Board (CARB), the California Climate Action Registry (CCAR) and The Climate Registry (TCR).

*oil shale) and offshore operations and sources.*² This paper will include proposed outlines for the products that follow, and will prioritize sources in terms of their known or projected contributions to GHG emissions, both within the partner jurisdictions of the Western Climate Initiative and within North America. The paper is expected to address emissions sources from all six Kyoto gases within this sector.

- A technical review of emissions quantification methods for high-priority sources identified in the background and scoping paper, designed to inform and guide development of mandatory reporting requirements by partner jurisdictions in the Western Climate Initiative. *At a minimum, this paper must identify and prioritize land-based and offshore GHG sources, evaluate existing GHG accounting strategies and available data and emission factors, review existing high-tier (i.e. high accuracy) methods for potential application in a mandatory reporting context, identify methodological deficiencies, and propose high-tier alternative sampling and/or analytical methodologies designed to address current deficiencies.*
- A voluntary reporting and verification protocol that, in conjunction with TCR's existing general reporting guidance (i.e., its General Reporting Protocol (GRP) and General Verification Protocol (GVP)), provides comprehensive guidance to companies to quantify and report their emissions from oil and gas exploration and production as well as gas processing. The protocol should provide guidance sufficient to address GHG emissions from (and the verification of) all major oil and gas exploration and production and natural gas processing operations within North America (Canada, the United States and Mexico). *At a minimum, the scope of the protocol should include all land based operations/sources (excluding oil sands and oil shale) and offshore operations/sources.* The protocol is expected to be used in concert with TCR's existing GRP and GVP to allow companies involved in oil and gas exploration and production activities and/or natural gas processing to conduct an entity-wide inventory and for a qualified third party to verify that inventory. As such, the protocol will also need to address key entity accounting concepts (e.g., determination of organizational and operational boundaries), to the extent that unique factors exist in this industry that require supplementing the GRP's treatment of these topics. The protocol is expected to address emissions sources from all six Kyoto gases within this sector.

WGA staff, with assistance from the Project Steering Committee will coordinate contractor work to prepare materials and reports for review by the TWG, PAG, and the public review process. WGA will arrange meeting locations and times, provide conference call services, and prepare and distribute notes of the calls and meetings. TWG members will provide guidance by participating in phone calls and meetings and review and discuss analytical results, data, summary documents, protocol drafts and PAG and public comments.

Scope

Respondents to this RFP are requested to prepare bids for both the *Minimum Scope* and an *Expanded Scope*.

² Respondents are also requested to provide bids for an expanded scope (please see *Scope* section below), which would include offshore, oil sands and oil shale sources as well.

Minimum Scope

The minimum scope should include all oil and gas exploration and production and gas processing operations/sources, both land based (but excluding oil sands and oil shale) and offshore based. This minimum scope should apply to all deliverables and tasks referred to throughout the RFP.

Expanded Scope

The expanded scope should include, in addition to the minimum scope operations and sources, those operations/sources associated with oil sands and oil shale. In preparing bids for the expanded scope, this scope should be applied to all deliverables and tasks.

2.0 WORK TASKS

Task 1. Background and Scoping Paper

For field operations of the oil & gas sector, including direct and indirect GHG emissions sources in exploration and production, gas processing plants and the operation of collection systems delivering oil and gas products to processing and refining facilities, the contractor shall prepare draft and final versions of a background and scoping paper addressing the following and providing options and recommendations.

- Overviews of these sectors in North America and within the jurisdictions of the Western Climate Initiative.
- Comprehensive cataloguing, description and prioritization of GHG emissions by source from oil & gas field operations and gas processing plants, including:
 - Direct and indirect emissions (i.e. Scope 1 and Scope 2)
 - Combustion, fugitive, vented, mobile source, and stationary source emissions
 - All six Kyoto GHGs (carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride)
- An examination of current GHG accounting methodologies, data and emission factors. Based on published literature, describe current best practice emissions estimation methods for these emissions sources, and the origin of these methods.
- For each emissions estimation method, apply a rating scale to classify its accuracy and precision, and describe the monitoring, measurement or other data and level of effort required to implement them.
- Reporting boundary considerations within the sector (as they relate to existing TCR boundary requirements), including:
 - Overview of ownership arrangements, including joint ventures and co-located facilities
 - Control versus equity share reporting

- Lease and service contract arrangements
- Options for installation/facility definitions
- Potential geographic boundary considerations.
- GHG emissions reporting considerations, including:
 - Carbon dioxide equivalence
 - Small source considerations
 - Efficiency metrics
 - Other optional reporting
- Verification issues specific to these Oil & Gas sources.
- Outlines of the Task 2 and Task 3 products.

The draft discussion paper will be circulated for review and comment and modified in consultation with the TWG and the Steering Committee. Comments from reviewers will be summarized in a companion document, with direction from WGA staff and the Steering Committee. An example of the type of discussion paper desired for this project is the Draft Natural Gas GHG protocol developed for CCAR and WRI for the transmission and distribution sectors. This document can be accessed at the following website:

www.climateregistry.org/resources/docs/protocols/progress/natural-gas/CCAR-WRI_NG_Protocol_DiscussionPaper_Final.pdf

Task 2. Technical Review of High-tier Emissions Quantification Methods.

The contractor will prepare a technical review of emissions quantification methods for critical field sources identified in the background and scoping paper, specifically designed to inform and guide the process of developing mandatory reporting requirements by partner jurisdictions in the Western Climate Initiative. For the significant land-based and offshore GHG sources identified in Task 1, this paper will:

- Prioritize sources for mandatory reporting, considering the magnitude of known or projected emissions.
- Evaluate existing GHG accounting strategies and available data and emission factors. Discuss limitations inherent in currently available accounting methodologies, emission factors and data, focusing on the largest GHG sources.
- Identify current methodological deficiencies for these high-priority sources; propose and discuss high-tier alternative sampling and/or analytical methodologies designed to address these deficiencies and improve emissions data quality.

Task 3. Protocol Draft and Preparation

With guidance from the TWG, the contractor will prepare a comprehensive voluntary reporting and verification protocol that, in conjunction with TCR's existing GRP and GVP, provides

comprehensive guidance to companies to quantify and report their emissions from oil and gas exploration and production as well as gas processing. To the degree possible, the protocol will be modeled on the format used in existing TCR protocols. The contractor shall:

- Prepare 3 to 4 sequential draft versions of the voluntary protocol (which will include reporting and verification guidance in separate sections) for TWG, Steering Committee, public, and TCR Board review, comment, and approval.
- Document the assumptions, methods, and uncertainties underlying the protocol.

The public comment period for the draft voluntary protocol will require preparation of a summary document of comments and responses, based on input from the TWG and direction from WGA and TCR staff and the Steering Committee.

Task 4. Technical Meeting Review Support

The contractor will be responsible for the following activities related to the support of the TWG and PAG:

- Preparation and participation by the principal and key staff involved in the contractor effort in all TWG, PAG and public meetings, in accordance with the project schedule below and the deliverables listed above.
- Monthly status reports on hours used and deliverables for WGA staff and the Steering Committee.

The contractor will receive the following support in technical meetings:

- WGA will provide contracted facilitator services for all meetings and calls of the TWG, PAG and any public meetings.
- WGA will provide conference call services and arrange in-person meetings.
- WGA staff will prepare and circulate meeting notes from these meetings and calls.

3.0 SCHEDULE and DELIVERABLES

3.1 Deliverables

The technical contractor will provide the following services for the project:

- Each of the three deliverables listed in Section 1.1, including at least three drafts of the Protocol and one draft of each paper.
- TWG meeting participation
- Analysis and response to TWG and PAG comments on product drafts

- Analysis and response to public comment on final draft voluntary protocol, along with preparation of the final protocol document for action by TCR

All materials for this project will be posted on the project webpage at:
<http://www.wrapair.org/WRAP/ClimateChange/GHGProtocol/>.

3.2 Schedule

The following table represents the basic project schedule. Exact dates for meetings and deadlines for deliverables will be determined upon award of contract.

September-October 2008

- Release project plan, update project web page, and notify interested parties
- Form Technical Workgroup (TWG) & Protocol Advisory Group (PAG)
- Release Request For Proposal, issue contract for protocol technical support and preparation
- Select technical support contractor, finalize contractor work plan, and begin preparation of background and scoping paper

November 2008

- Initial TWG meeting(s) (not more than 2, one in person and additional by phone if needed)
- Initial draft of Background and Scoping Paper prepared by contractor and distributed to TWG

December 2008

- TWG evaluation of draft Background and Scoping Paper; contractor revision and release for PAG and stakeholder review
- Initial draft of Technical Review of High-tier Emissions Quantification Methods prepared by contractor and distributed to TWG

January – February 2009

- TWG evaluation of initial draft Technical Review of High-tier Emissions Quantification Methods; contractor revision and release for PAG and stakeholder review (January)
- Complete final Background and Scoping Paper (January) and final Technical Review of High-tier Emissions Quantification Methods (end of February) in consultation with TWG
- Initial draft of voluntary reporting and verification protocol prepared and distributed to TWG
- TWG meetings to discuss draft voluntary protocol issues (not more than four, including one in person)

March - April 2009

- Subsequent draft(s) of voluntary reporting and verification protocol prepared and distributed to TWG (early March)

- TWG evaluation of subsequent drafts (meetings as needed, telephone calls)
- Contractor completes draft Protocol for public release in consultation with the TWG; public release upon approval by TCR Board of Directors
- Presentation of Protocol in person at one public meeting
- Public comment period begins

May - June 2009

- Contractor organizes all public comments, summaries and suggested revisions
- Final TWG meeting to review comments (in person)
- Contractor prepares draft final Protocol
- Protocol presented to TCR Board of Directors for finalization and adoption

4.0 BUDGET

The WGA is expecting project costs to not exceed \$120,000 to \$160,000.

5.0 PROPOSAL

The proposal is limited to 10 pages, excluding resumes, budget, and other administrative submissions.

5.1 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.

5.2 Submission of Proposal

This proposal must be received by 2:00 PM Mountain Standard Time, October 7, 2008 by Tom Moore at the Western Governors Association via email in PDF format at the following email address: MooreT@cira.colostate.edu. The proposals will be publicly acknowledged at that time. Acknowledgment of the proposers' submission will occur on October 8, 2008 or as soon as possible thereafter. Proposals submitted prior to the deadline may be withdrawn or modified up to the submission deadline. Eight (8) hard copies of the exact proposal submitted by email shall be postmarked no later than

midnight October 7, 2008 and sent to the WGA, 1600 Broadway, Suite 1700, Denver, CO 80202.

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.

5.3 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.

5.4 Withdrawal of Proposal/Mistakes in Bid

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

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 Proposers Conference/Questions and Answers

A proposers telephone conference may be held at 2:00 p.m. Mountain Daylight Time on September 19, 2008 at the discretion of the WGA. The call in number is 732-694-1556, access code 152188. Proposers will be given at least 48 hours notice if the call is to take place.

Regardless of whether there is a conference call, the WGA will accept written questions through the close of business September 22, 2008. 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, but no later than September 26, 2008. 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.

5.10 Evaluation of Proposals

The WGA is seeking proposals with the following attributes for the Technical Support and Greenhouse Gas Protocol Preparation for the Oil & Gas Exploration & Production and Gas Processing Greenhouse Gas Accounting Protocol Project:

- A high-level, experienced principal to lead the contractor effort, familiar with the technical and policy issues;
- The principal will be the key person and the contact point for the Steering Committee and WGA staff.
- The contractor team will have a demonstrated knowledge of the oil and gas exploration and production and gas processing sectors across North America and of GHG emissions protocol preparation.

- The responsibilities of the contractor team members will be clearly identified (time available, effort for each team member listed, and travel), confirming the proposed project schedule.
- Experience working and communicating with TWG and PAG members of diverse backgrounds and interests.
- Demonstrated success in completing one or more similar projects.
- The proposal should:
 - Plan for the calls and trips listed in the schedule by the principal and key staff to western U.S. cities with major airports, in the form of a travel budget, to adequately support this project;
 - Plan for distribution of effort for Tasks 1-4 of approximately 25%, 25%, 35%, and 15%.
 - Describe the time availability of the principal and other key staff for the project; and
- All proposals should include the following components:
 - Statement of qualifications (firm and relevant personnel)
 - Proposed work plan (both for minimum scope and expanded scope as appropriate)
 - Budget (both for minimum scope and expanded scope)
 - Sample work product

The contractor or contractors will be selected on the basis of their technical scores, their budget estimates, their level of effort estimates, their time and material rates, and their interview. All pass/fail criteria must be met and a minimum technical score of 75 points must be achieved in order to be considered.

The technical evaluation criteria, upon which the technical scores will be evaluated, are as follows.

Proposal Section	Evaluation Criteria	Points
Transmittal Letter	Must comply with proposal requirements.	Pass/Fail
1. Statement of Work and Sample Work Product	Ability to produce the desired outputs.	35
2. Key Personnel	Clarity and appropriateness of organizational structure. Roles of key personnel. Experience of key personnel.	25
3. Approach	Clarity and comprehensiveness of the proposed approach. Realism of plan for achieving the proposed project schedule.	25
4. Previous Projects	Relevance of previous projects. Results of reference Check.	15
5. Resumes	Used to evaluate Key Personnel	--

Proposal Section	Evaluation Criteria	Points
6. Level of Effort	Used to evaluate Key Personnel and budget reasonableness	--
7. Budget	Clarity and comprehensiveness of the budget estimate. Level of detail provided. Reasonableness of the proposed total budget and budget elements given the proposed technical approach.	Used to assess best value.
8. Exceptions to Terms and Conditions	Ability to negotiate to address exceptions to Terms and Conditions.	Pass/Fail
All Sections	Must comply with proposal preparation and submission requirements.	Pass/Fail

5.11 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 5.10 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.

5.12 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.

5.13 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.

5.14 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.

6.0 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.

6.1 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.

6.2 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.

6.3 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.

7.0 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. The standard terms and conditions for WGA contracts are attached. Should the contractor wish WGA to consider the modification of any of the terms, they shall so state in their RFP response and provide specific

amendment wording. Failure to submit exceptions with the proposal response may exclude the contractor from requesting exceptions in the future.

Attachment A - General Contract Terms

GENERAL TERMS AND CONDITIONS

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

2. **Payments.** No less frequently than quarterly and no more frequently than monthly, Contractor shall submit to WGA a signed request for payment using WGA Form 2121 for Work performed, together with such other data as WGA reasonably requires. Undisputed invoices shall be payable within 30 days after receipt of a request by WGA. If WGA determines that any portion of the Work fails to comply with the requirements of this Agreement, WGA's exclusive remedy shall be that WGA shall notify Contractor in writing and Contractor shall promptly correct, at Contractor=s sole expense, any such Work to WGA=s satisfaction. If Contractor does not correct such defects to WGA=s satisfaction within a reasonable period of time, WGA may retain another contractor to correct or perform the Work in question, and no Compensation shall be due to or claimed by Contractor for any Work so corrected. WGA may withhold from the Compensation all amounts disputed in a particular invoice until such dispute is resolved. WGA=s payment of any invoice shall not be construed as WGA=s acceptance of the Work, acknowledgment that the Work is complete and in conformity with this Agreement, or as a waiver, release or settlement of any claims or rights WGA may have against Contractor. Upon payment of any invoice, the Work covered shall become the sole property of WGA. After inspection sufficient to satisfy WGA that the Work has been completed in full compliance with this Agreement, WGA shall provide Contractor with written acceptance of the Work. Within 30 days following such written acceptance, WGA shall pay Contractor the remaining balance due to Contractor under this Agreement. Upon completion of the Work and payment of all invoices, Contractor shall execute and deliver to WGA a release of all claims against WGA, its officers, agents and employees arising under, or by virtue of, this agreement.

3. **Change Orders.** If either party proposes that changes be made in the scope of Work or the Schedule, Contractor shall submit a written change order request with the complete description of the proposed change, a statement of cost, revised Schedule impact, and any other information requested by WGA. WGA shall be under no obligation to pay for, any changed Work without prior written approval of WGA of the changes, which approval may be given or withheld at WGA=s sole discretion. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between WGA and the Contractor, shall be incorporated in written amendments to this contract.

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

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

6. Independent Contractor. Contractor, in the performance of the terms of this Agreement, is an independent contractor, and not an agent or employee of WGA. Neither party may enter into any contract on behalf of the other or otherwise attempt to bind the other party in any manner whatsoever without written authority from such other party, and any such contract entered into without such consent shall be void. Nothing in this Agreement may be construed to establish any other relationship between Contractor and WGA including partnership, joint venture, principal/agency or employer/employee.

7. Records and Audit Requirements. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in performing the Work and shall make such material available at all reasonable times during the Performance Period and for five years from the date of final payment to Contractor under this Agreement, for inspection by WGA, the funding agency, the Comptroller General of the United States, and/or any of their duly authorized representatives. Contractor promptly shall reimburse WGA for any expenditures judged by an audit conducted by any of the above to be not in compliance with the requirements of the applicable OMB circulars. Contractor shall include the provisions of this paragraph in any subcontract executed in connection with this project. Any Contractor who receives \$100,000 or more in federal funds in a one-year time period is required to have an audit in conformity with OMB circular 133.

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

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

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

11. Limitation of Damages. Neither party shall be liable for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement of the performance of the Work. In no event shall Contractor's liability in connection with this Agreement exceed the amounts paid to the Contractor hereunder.

12. Notices. All notices or other communications required or to be given under this Agreement shall be given in writing and delivered personally or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address set forth above. Notice shall be deemed given on the date of delivery in the case of personal delivery, or on the delivery or refusal date as specified on the return receipt in the case of certified mail.

13. Confidentiality. All articles, electronic data, recordings, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the Work conducted under this Agreement ("Confidential Information") not previously within the public domain shall be kept confidential and shall not be presented publicly or published without prior written approval of the WGA=s Executive Director or his authorized agent. If the approval of WGA=s Executive Director or his authorized agent is obtained, the following disclaimer must accompany all Confidential Information: "Publication of this document shall not be construed as endorsement of the views expressed therein by the Western Governors= Association or any federal agency." Contractor shall not be liable for disclosure or use of Confidential information which: (1) was known by the Contractor at the time of disclosure due to circumstances unrelated to this Agreement; (2) is available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

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

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

16. Rights in Documents, Materials, and Data Produced: Upon payment in full for the Work, and unless otherwise stated herein, deliverables, analyses, and reports developed under this Agreement shall be the property of the WGA. Notwithstanding the foregoing, the WGA acknowledges that in the course of its performance under the Agreement the Contractor may use products, materials, software and methodologies proprietary to the Contractor, and the WGA agrees that it shall have or obtain no rights in such proprietary products, materials, software and methodologies.

17. Compliance with Equal Employment Opportunity Laws: Contractor is required to comply with E. O. 11246, Equal Employment Opportunity,@ as amended by E. O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity,@ and as supplemented by regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.@

18. Settlement of Disputes. Contractor and WGA shall use their good faith reasonable efforts for 30 days to resolve any controversy or claim arising out of or relating to this Agreement or breach thereof. Should such efforts prove to be unsuccessful within such 30-day period, all such unresolved controversies and claims shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the amount in controversy is \$20,000 or less, the Arbitration panel shall consist of one arbitrator; if the amount in controversy exceeds that amount, the arbitration panel shall consist of three arbitrators. The location of the arbitration proceedings is to be in Denver, Colorado, and the internal laws of the State of Colorado shall govern this Agreement. Judgment upon the award rendered under the arbitration may be entered in any court having jurisdiction thereof. The arbitration shall be held within 60 days after the service of demand for arbitration, and the arbitrator=s decision shall be issued within 15 days following the conclusion of the arbitration proceeding. The reasonable expenses and attorneys= fees of the prevailing party, as delivered by the arbitrator, shall be paid by the non-prevailing party.

SPECIFIC TERMS AND CONDITIONS

1. Conflict of Interest. The WGA acknowledges that the Contractor provides similar services for a broad range of other clients and agrees that the Contractor shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the WGA under the terms of this agreement.
2. Time of Performance. Upon written request of the Consultant, the WGA shall make adjustments to the Schedule to the extent of any delays caused by the WGA or other agencies or contractors over whom the Contractor has no control, but only to the extent that the exercise of due diligence and care on the part of the Contractor within the scope of this contract could not have avoided such delays and to the extent of any delays caused by force majeure as that term is defined herein.
3. Force Majeure. The term force majeure as used herein shall include acts of God, acts of the public enemy, terrorist attacks, war, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, and restraints of government and people, explosions, breakage, and not within the control of the party claiming such inability, which by exercise of due diligence and care such party could have avoided. The term force majeure as used herein does not include strikes, lockouts, work slowdowns, and other labor disturbances experienced by the Contractor. The Contractor is not liable for any delay in performance or non-performance caused by force majeure.
4. Non-solicitation of Employees. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

If there are any inconsistencies between the General Terms and Conditions and the Specific Terms and Conditions, the Specific Terms and Conditions shall control.

ADDITIONAL TERMS

This Agreement, including all terms and conditions set forth above and all Exhibits hereto, which are hereby incorporated by this reference, constitutes the entire agreement between Contractor and WGA regarding the subject matter hereof, and supersedes all prior and simultaneous agreements, negotiations, and representations, written or oral. If there is any inconsistency between the terms of this Agreement and any other agreement or writing between the parties, the terms of this Agreement shall control. THE PERSON SIGNING BELOW ON BEHALF OF Contractor REPRESENTS AND WARRANTS THAT SUCH PERSON HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE, AND THAT SUCH PERSON IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF Contractor AND HAS THE LEGAL ABILITY TO BIND Contractor TO THIS AGREEMENT.