

REQUEST FOR PROPOSAL

NATIONAL TRIBAL ENVIRONMENTAL COUNCIL  
(NTEC)

Analysis of Regional Haze State and Federal Implementation  
Plans for Tribal Implications/Issues

**INVITATION TO BID**

DATE: July 21, 2006  
 BID NO: 2006-01  
 DIRECT INQUIRIES TO: Bobby Shade  
 PHONE NO: (505) 242-2175 x102

RETURN BID TO: National Tribal Environmental Council  
 2501 Rio Grande Blvd., NW  
 Albuquerque, NM 87104  
 Attn: Bobby Shade

DATE BID DUE: September 15, 2006, 4:00 p.m. MST

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:**

**Analysis of Regional Haze State and Federal Implementation Plans for Tribal Implications/Issues**

Prices shall be quoted F.O.B. destination and include delivery to NTEC. See attached pages for terms and conditions and proposal requirements.

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

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

\_\_\_\_\_  
 TYPED OR PRINTED SIGNATURE

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 VENDOR ADDRESS

TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_  
 PHONE # \_\_\_\_\_

The above bid is subject to Terms and Conditions on attached sheets.  
**RETURN THIS COPY**

**PROPOSER COST SUBMITTAL**

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PROPOSER'S NAME

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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 National Tribal Environmental Council (NTEC) 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 NTEC 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 NTEC immediately. Failure to do so will be at the bidder's risk. All official changes to this bid will be furnished, in writing by NTEC.
4. The bidder shall furnish the products and/or services in strict accordance with the specifications, and at the price set forth for each item. In case of error in extension, the unit price will prevail. All products quoted shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
5. Bidders must furnish all Material Safety Data Sheets (MSDS) for any chemicals or hazardous materials. Awards may not be made if MSDS are not received by NTEC.
6. The bid should be returned in an envelope sealed and properly marked as to bid number and opening time and date.
7. No bid shall be withdrawn for a period of less than sixty (60) calendar days subsequent to the opening of the bids, unless otherwise stipulated by NTEC.
8. **Americans with Disabilities Act (ADA) Requirements.** The vendor assures that, at all times during the performance of this contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of services, programs, or activities performed by the vendor or be subject to any discrimination by the vendor.
9. **Independent Contractor.** The contractor shall perform its duties herein as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be, or shall be deemed to be, an employee or agent of NTEC. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force workers compensation (and show proof of such insurance) and employment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees, and its agents.

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

**ADMINISTRATIVE INFORMATION**

- A. ISSUING OFFICE: This Request for Proposal (RFP) is issued by the National Tribal Environmental Council (NTEC). NTEC is the sole point of contact on this RFP.
- B. INVITATION TO SUBMIT PROPOSALS: NTEC 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 NTEC.
- C. PURPOSE: This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by NTEC 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.

SCHEDULE OF ACTIVITIES:

1. RFP Published	7/21/06
2. Pre-Proposal Conference Call	8/25/06
3. Prospective Offerors Written Inquiry (email OK)	8/29/06
4. Proposal Submission	
5 hard copies including original and 1 electronic copy	9/15/06
5. Bidder Interviews (option of NTEC)	9/22/06
6. Proposal Selection (estimated)	9/29/06
7. Contract Finalized (estimated / week of)	10/13/06
8. Contract Period	10/16/06- 12/31/07

- E. 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:

National Tribal Environmental Council  
2501 Rio Grande Blvd., NW  
Albuquerque, NM 87104  
Attn: Bobby Shade, Business Manager ([bshade@ntec.org](mailto:bshade@ntec.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.

- F. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the offeror prior to the established due date and time.
- G. 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 NTEC on or before the

proposal closing 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:

National Tribal Environmental Council  
2501 Rio Grande Blvd., NW  
Albuquerque, NM 87104  
Attn: Bobby Shade, Business Manager ([bshade@ntec.org](mailto:bshade@ntec.org))

The NTEC 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

- H. 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 inquire as to addendums issued and ensure their bid reflects any and all changes. NTEC will maintain a register of holders of this RFP. Any party receiving this RFP other than from NTEC should inform NTEC of its interest in order to ensure receipt of any addendums.
- I. BIDDER INTERVIEWS: Offerors who are deemed most qualified after initial evaluation may be asked to interview with the selection committee.
- J. 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.
- K. 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 NTEC. The protest shall be submitted in writing within seven working days after such aggrieved person knows or should have known.
- L. 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.
- M. 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. NTEC 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.

- N. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of NTEC. Proposals may be reviewed by any person after the Notice of Intent to Award letter has been issued. NTEC reserves the right to use any and all information and material presented in reply to the RFP, subject to the limitations outlined in (M), Confidential/Proprietary Information. Disqualification of an offeror does not eliminate this right.
- O. 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.
- P. 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, NTEC 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 NTEC, NTEC may elect to cancel the Notice of Intent to Make Award letter and make the award to the next most responsive offeror.
- Q. AWARD OF CONTRACT: The award will be made to that offeror whose proposal, conforming to the RFP, will be the most advantageous to NTEC, price and other factors considered.
- R. 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.
- S. STANDARD CONTRACT: NTEC reserves the right to incorporate standard NTEC contract provisions into any contract resulting from this RFP.
- T. RFP CANCELLATION: NTEC reserves the right to cancel this Request for Proposal at any time without penalty.
- U. NTEC OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals, upon established opening time, become the property of NTEC. All products/services produced in response to the contract resulting from this RFP will become the sole property of NTEC. The contents of the successful offeror's proposal will become contractual obligations.

- V. INCURRING COSTS: NTEC is not responsible for any cost incurred by offerors prior to the issuance of a legally executed contract or procurement document. No proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
- W. MINORITY PARTICIPATION: It is NTEC'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.
- X. 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.
- Y. REJECTION OF PROPOSALS: NTEC 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 NTEC.
- Z. PARENT COMPANY: If an offeror is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal.
- AA. NEWS RELEASES: News releases pertaining to this RFP shall not be made prior to execution of the contract without prior written approval of NTEC.
- BB. CONTRACT CANCELLATION: NTEC reserves the right to cancel, for cause, any contract resulting from this RFP by timely written notice to the contractor.
- CC. 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.
- DD. TAXES: NTEC, 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 NTEC. This sales tax will not be reimbursed by NTEC.
- EE. ASSIGNMENT: Except for assignment of antitrust claims, neither party to any resulting contract may assign any portion of the agreement without the prior written consent of the other party.
- FF. AVAILABILITY OF FUNDS: Financial obligations of NTEC 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 NTEC.
- GG. INSURANCE: If the proposal so states, the contractor shall procure at its own expense, and maintain for the duration of the work, the following insurance coverage and provide NTEC with certificates as an additional insured.
1. Standard Worker's Compensation and Employers' Liability, as required by State statute, including occupational disease, and covering all employees at a work site.
  2. General Liability (PL & PD) (Minimum)
    - (a) Combined single limit - \$600,000 written on an occurrence basis.
    - (b) Any aggregate limit will not be less than \$1 million.
    - (c) Contractor must purchase additional insurance if claims reduce the annual aggregate below \$600,000.
    - (d) NTEC to be named as additional insured on each comprehensive general liability policy.
    - (e) Certificate of Insurance to be provided to NTEC within 10 working days of the receipt of the award.
    - (f) Insurance shall include provisions preventing cancellation without 60 days prior notice by certified mail to NTEC.

3. Automobile Liability (minimum). The Contractor shall carry a minimum of \$600,000 combined single limit auto insurance.
4. Additional coverage may be required in specific solicitations.

For any insurances required by this RFP, a completed Standard Certificate of Insurance form shall be provided to NTEC by the contractor prior to the date of any contract.

- HH. INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless NTEC, 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 New Mexico, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

## **RFP DESCRIPTION**

### **1.0 Scope of Work**

#### **1.1 Background**

The purpose of this work is to support the effective participation of Native American tribes in the activities of the Western Regional Air Partnership (WRAP) by analyzing each of the §308 and revised §309 State Implementation Plans (SIPs), as well as any pertinent Regional Haze Federal Implementation Plans (i.e. those being developed for Washington and Montana) for policy or technical elements that may impact Tribes. This information will be provided to the tribes in a timely manner, allowing the tribes to address any concerns or issues with the states before the SIPs are finalized on December 17, 2007.

The WRAP is a collaboration of tribal governments, state governments, and federal agencies working with industry and environmental groups to develop the technical and policy tools needed by western states and tribes to comply with the U.S. Environmental Protection Agency's (EPA) regional haze rule (40 CFR 51.308-309). The activities of the WRAP are conducted by a network of committees and forums composed of WRAP members and stakeholders representing a wide range of interests and viewpoints. The work on this project shall cover the WRAP region, which includes Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The State of Hawaii has applied for membership and been accepted at this time, so the inclusion of Hawaii will bring its own unique set of conditions to be analyzed.

There are 468 Native American tribes located within the WRAP Region, 231 of which are Alaska Native Villages. While not all of these tribes have been involved in WRAP, Tribal representatives have been active participants in the WRAP since its inception, and have been successful in getting tribal concerns and issues addressed at all levels of WRAP policy-making. In preparation for the 2007 deadline for the §308 and revised §309 SIPs, the WRAP committees and forums have been collecting and producing data and modeling tools that are intended to assist states and tribes in making decisions related to their SIPs and TIPS. There is a great amount of information that needs to be processed in order to draft the SIPs, and there are many decisions to be made by the states using that information that have the potential to impact tribes, and most tribes simply do not have the resources required to perform their own analyses of the SIPs as they are being developed. This contract will supplement the tribes' resources by identifying such potential issues in a timely manner.

This Tribal Data Development Work Group (TDDWG) is charged with assisting and advising the WRAP on gathering tribal air quality data and other air quality issues related to the WRAP mission. It works with other WRAP forums and committees and non-tribal communities to improve understanding of protocols and processes for obtaining and using tribal data. In addition to assisting in gathering existing air quality and air emissions data, the TDDWG also identifies and fills in the gaps in the tribal data.

## **2.0 Tasks and Deliverables**

### **Task 1: Review of §308 SIPs**

Each state has a different schedule for completion of Regional Haze (RH) State Implementation Plan's (SIPs). The contractor will review each of the SIP's and/or Federal Implementation Plan's (FIPs) as they are being developed and provide an analysis to the TDDWG, on a frequent basis, any potential tribal impacts, issues, etc. These analytical documents may include, but are not limited to, the following types of analyses:

- Analysis of current or draft Federal, state and local smoke management programs and current tribal plans and how they may affect Tribes in the WRAP region. As an example: an analysis of the current actions in Region 10 to create a FIP to address smoke management on or near Tribal lands.
- Analysis of regional haze point source control programs and how they may affect Tribes.
- Analysis of the implications for tribes of a potential NOx trading program in the WRAP region.

#### **§308 Review Deliverables:**

1. A detailed schedule of each SIP development process, so that progress may be tracked
2. At a minimum Quarterly updates to the TDDWG expect in the case of unscheduled SIP changes that are to be considered by the States. If this situation occurs the contractor will contact NTEC for advice from the TDDWG.
3. Quarterly written summary Reports and a final comprehensive Written Report to be distributed to all tribes in WRAP Region.

### **Task 2: Review of revised §309 SIPs**

The 5 states that submitted §309 SIPs in 2003 are required to submit revised plans by December 17<sup>th</sup>, 2007. These revisions should be analyzed for tribal implications, e.g. the impact the revisions will have to the tribal set aside in the SO<sub>2</sub> Annex. Information pertinent to the §309 SIPs can be found at: <http://www.wrapair.org/309/index.html>

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

### **Task 3: Provide Technical Support to Tribes**

Some tribal representatives will be undertaking their own review of the SIPs, and may have specific questions about these. During the course of this project, the contractor should anticipate responding to these enquiries and be available as a resource to the Tribes to help them understand the SIP/FIP process and/or resulting documents.

A summary report of these enquiries shall be made to the TDDWG as part of the quarterly progress reports.

#### **Task 4: Progress Reports**

The contractor will make regular progress reports to the TDDWG on what documents have been reviewed and what tribal inquiries have been fielded, with a final report summarizing the project and its results. This Task will require that the contractor attend 1 or more of these meetings, which will be held within the WRAP region. Estimated travel costs should be included in the contractor's bid.

Deliverables:

1. Powerpoint at some quarterly TDDWG meetings and written summary reports for every quarterly TDDWG meet.
2. Final comprehensive report at end of project

### **3.0 Schedule/Deliverables**

The contract term and work schedule below represent an estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule may be shifted dependent upon results of NTEC and contractor consultation. Alternate schedules may be proposed. The final reports and data for the project must be completed no later than December 31, 2007.

#### **Proposed Schedule:**

October 2006 Prepare a schedule of the §308 SIPs with complementary schedule showing when reports to tribes in that state are due (with adequate time for tribes to engage state in discussion). Also, prepare a schedule of the revised §309 SIPs.

Rest of Schedule: see above

December 2006 – December 2007: Progress Reports will be given on a quarterly basis to the TDDWG.

December 2007 – Project complete.

NTEC reserves the right to revise the schedule of deliverables

### **1.0 THE PROPOSAL**

Proposers shall submit bids for all tasks listed. Based on the availability of funds, the NTEC reserves the right to prioritize tasks or delay completion of tasks until such time as funds may become available.

Any response to the RFP must contain:

- 1) Task completion requirements. Proposals should indicate the level of effort required, the approach to be taken, and include an estimate of hours and cost by task. The proposal should contain a cost matrix which shows actual hours and cost

by individual personnel, and travel, other direct, administrative, and indirect costs for each respective task.

- 2) Related experience with similar types of projects.

Proposal responses are limited to 30 pages, exclusive of key staff resumes and budgets. Five (5) copies of each proposal and one (1) electronic copy must be supplied.

### **1.1 Anticipated Cost**

NTEC does not anticipate spending more than \$80,000 on this project.

### **1.2 Amendments to the RFP**

NTEC 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 NTEC 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. NTEC will allow a reasonable time for the acknowledgment of receipt following issuance of the amendments.

NTEC 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.

### **1.3 Submission of proposal**

All proposals must be received by NTEC, 2501 Rio Grande Blvd. NW, Albuquerque, NM 87104 on or before 4:00 p.m. Mountain Time on September 15, 2006. The proposals will be publicly acknowledged at that time. Acknowledgment of the proposers' submission will occur on September 18, 2006 or as soon as possible thereafter.

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

### **1.4 Modification of Proposal**

Proposal modification by amendment will be accepted on conditions that:

- 1) The amendment arrives before the deadline for proposal submittal;
- 2) The amendment is in writing and signed by the proposer; and
- 3) The proposal, as amended, conforms in all aspects to the requirements in this RFP.

### **1.5 Withdrawal of Proposal/Mistakes in Bid**

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

## **1.6 Disqualification of Proposers**

NTEC 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.

## **1.7 Non-Conformance**

Any proposal which does not conform to all of the requirements of the RFP may be rejected. NTEC will so notify the affected proposer in writing of the rejection and the reason for the rejection.

## **1.8 Statement of Financial Condition**

A firm shall provide a statement regarding its financial viability. All proof is subject to review by NTEC and acceptance or rejection is at the discretion of NTEC. NTEC reserves the right to ask for additional information concerning financial responsibility. If a proposer unreasonably fails to provide such information, NTEC may find the proposer to be non-responsive.

## **1.9 Related Experience Statement**

The proposal must contain a proposer's experience statement as described below:

- 1.9.1 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.
- 1.9.2 The proposer must include the following in each list described above:
  - 1.9.2.1. Contract duration, including dates;
  - 1.9.2.2. Geographic area served; and
  - 1.9.2.3. Name, address, and telephone number of the contracting agency which may be contacted for verification of all data submitted.

## **1.10 Proposers Conference Call/Questions and Answers**

A proposers telephone conference will be held at 10 a.m. Mountain Time August 25, 2006. The call-in number is 888-387-8686, access code 9758908.

The NTEC will accept written questions through the close of business August 29, 2006. NTEC will provide written answers to all written questions as expeditiously as possible to all persons and entities known to have received this RFP. The responses to questions will become a part of the RFP.

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

## **1.11 Evaluation of Proposals**

An evaluation committee will be established to evaluate all proposals in accordance with the evaluation factors stated in this RFP. After the initial review of the proposals by the

evaluation committee, the proposers may be asked to make an oral presentation in support of their proposals. It is likely that the oral presentation will be done by telephone conference. Upon final consideration, the evaluation committee will make a recommendation to the Executive Director of NTEC. The Executive Director will make the final decision.

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

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

Proposals will be evaluated based on the following criteria:

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

### **1.12 Award of Contract**

The contract shall be awarded to the responsible proposer determined to be the most advantageous to NTEC based on the evaluation factors set forth in Section 4.11 of this RFP. After proposals are opened, meetings may be held with the proposers determined to be the most responsive. Discussion may be held to clarify requirements and to make minor adjustments in services to be performed and in related costs. Any change to the proposal shall be submitted/confirmed in writing by the contractor.

Before an award can be made to a proposer, NTEC reserves the right to reject any and all proposals or waive any minor nonsubstantive irregularity in proposals received. Upon selection of a proposal, NTEC will issue a Letter of Intent specifying a date by which a contract must be executed.

In the event the proposer selected by the evaluation committee determined to be the most advantageous withdraws their proposal, the award shall be offered to the next proposer declared most advantageous to the commitments of this RFP as determined by the evaluation committee.

### **1.13 Contract Duration and Renewal**

NTEC intends to sign the contract within 30 days or as soon as possible after notification to the successful proposer. The provisions of the contract will remain in force for a period not to exceed six months following the execution of the contract.

#### **1.14 NTEC 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 NTEC's best interest.

#### **1.15 Confidentiality**

The contents of all proposals, correspondence, working papers, and any other medium which discloses any confidential aspect of the proposal shall be held in the strictest confidence until notice of intent to award.

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

### **2.0 PRIME CONTRACTOR RESPONSIBILITIES**

In the event a proposal includes services supplied by any other contractors, it will be mandatory for the successful proposer to identify them in writing and assume responsibility for their performance.

#### **2.1 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. NTEC reserves the right to approve all subcontractors prior to their assumption of duties on behalf of the contractor. The contractor shall forward to NTEC a listing of each designated subcontractor which indicates their purpose, expertise and/or area of participation.

#### **2.2 Patent and Copyright Infringement**

The contractor shall defend, protect, and save harmless NTEC, 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.

#### **2.3 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.

### **3.0 CONTRACT GENERAL TERMS**

A proposer's response to this RFP shall be considered as the proposer's formal offer. NTEC reserves the right to negotiate additional contract terms within the scope of the RFP. The signing of the contract by NTEC shall constitute NTEC's written acceptance of the successful proposal.