

**REQUEST FOR PROPOSAL**  
**FOR**  
**TRIBAL EMISSIONS INVENTORY SOFTWARE SOLUTION**  
**FOR**  
**NORTHERN ARIZONA UNIVERSITY**

**REQUEST FOR PROPOSAL**  
**NUMBER**  
**P02LS004**

**DUE DATE AND TIME:**  
**MARCH 27, 2002 AT 3:00 P.M., M.S.T.**

**INDEX**

<b>SECTION A</b>	<b>REQUEST FOR PROPOSAL .....</b>	<b>1</b>
<b>SECTION B</b>	<b>PURPOSE OF THE RFP .....</b>	<b>2</b>
<b>SECTION C</b>	<b>INSTRUCTIONS TO PROPOSERS .....</b>	<b>5</b>
<b>SECTION D</b>	<b>PROPOSAL FORMAT .....</b>	<b>8</b>
<b>SECTION E</b>	<b>REQUIREMENTS.....</b>	<b>9</b>
<b>SECTION F</b>	<b>TERMS AND CONDITIONS.....</b>	<b>17</b>
<b>SECTION G</b>	<b>EVALUATION CRITERIA .....</b>	<b>24</b>
<b>SECTION H</b>	<b>PRICING SCHEDULE .....</b>	<b>25</b>
<b>SECTION I</b>	<b>PRE-PROPOSAL CONFERENCE .....</b>	<b>26</b>
<b>SECTION J</b>	<b>PRODUCT DEMONSTRATION</b>	
<b>SECTION K</b>	<b>PROPOSAL CERTIFICATION.....</b>	<b>28</b>

**SECTION A                      REQUEST FOR PROPOSAL**

---

**RFP NO: P02LS004**

Northern Arizona University is requesting sealed Proposals from qualified firms or individuals for the development of a Tribal Emissions Inventory Software Solution.

Proposals shall be received in the Office of the Director of Procurement, Purchasing Services, Northern Arizona University, PO Box 4124, Gammage Administration Building, Room 103, Flagstaff, AZ 86011-4124 until 3:00 p.m. MST, on March 27, 2002 at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms or individuals submitting Proposals. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this Proposal shall be directed to:

Northern Arizona University  
Purchasing Services Department  
Attention: Lorie Sheppard, Buyer  
PO Box 4124  
Flagstaff, AZ 86011

928.523.4557  
Fax: 928.523.1343  
E-mail: [lorie.sheppard@nau.edu](mailto:lorie.sheppard@nau.edu)

## **SECTION B                      PURPOSE OF THE RFP**

---

### **1.        NORTHERN ARIZONA UNIVERSITY BACKGROUND**

The University is a fully accredited institution of higher learning offering a comprehensive set of academic programs for approximately eighty-four (84) baccalaureate degrees, thirty-eight (38) master degrees, and nine (9) doctoral degrees, supported by the State of Arizona. The University is governed by the Arizona Board of Regents, which also governs two- (2) sister universities - Arizona State University and the University of Arizona. The 738-acre main campus is located in Flagstaff, Arizona. The University also has a statewide off-campus program and a permanent center in Yuma, Arizona. The total budget for fiscal year 2000-01 is \$260,748,800.00. Fall 2000 total enrollment was approximately 19,969 students (14,600 at Flagstaff, of which about 6,100 live on campus). The University employs 2,850 full-time faculty and staff and 2,500 students and part-time employees.

The University includes eleven (11) academic divisions: the College of Arts & Sciences, the College of Business Administration, the College of Engineering & Technology, the College of Ecosystem Science & Management, the Center for Excellence in Education, the College of Health Professions, the College of Social & Behavioral Sciences, the School of Hotel & Restaurant Management, the School of Performing Arts, the School of Communications, and the Museum Faculty of Fine Arts.

### **2.        BACKGROUND – INSTITUTE FOR TRIBAL ENVIRONMENTAL PROFESSIONALS AND TRIBAL DATA DEVELOPMENT WORKING GROUP**

A.    Accurate air quality data for tribal lands is essential to successful implementation of the Grand Canyon Visibility Transport Commission (GCVTC) recommendations. In their June 1996 report titled “Recommendations of Improving Western Vistas”, the GCVTC acknowledged the need for emissions inventories and air quality monitoring on and near tribal lands in the western United States. The Western Regional Air Partnership (WRAP) was formed in 1997 as the successor to the GCVTC. The WRAP promotes, supports, and monitors the implementation of the GCVTC recommendations throughout the West. The objective of this project shall be to increase the quantity, quality, and utility of tribal air emissions source data from and for tribes in the WRAP region. This objective shall be accomplished through the development of tribal emissions inventory software and guidance documents designed to facilitate air quality data gathering and analysis. Training workshops for the tribes that shall be using the software are also expected to play a role in accomplishing the objective of this project.

- B. The Institute for Tribal Environmental Professionals (ITEP) has been actively participating in WRAP and its predecessor, GCVTC, since their inception. Since 1992, ITEP has developed significant expertise in tribal air program training as part of an ongoing commitment to building tribal environmental program management capacity. ITEP has developed long-term working relationships with most of the tribes within the WRAP region and has been working with tribes and the WRAP's Tribal Data Development Work Group (TDDWG) to begin to bridge the gap in available tribal air quality data. For these reasons, ITEP is uniquely situated to develop and deliver tools designed to facilitate tribal air emission inventory development and to provide training and support for the use of these new tools.
- C. The software tools that are being requested shall build upon and enhance the data gathered by ITEP through previous ITEP projects also funded by the WRAP TDDWG. Tribal air program capacity shall be increased. Both WRAP and participating tribes shall gain valuable information about tribal air sheds in the western region. This project shall also have the benefit of increasing tribal participation in WRAP. In addition, it shall provide a powerful tool for analyzing tribal air quality data that shall support tribal WRAP participation and the work of several forums and committees of WRAP, and it shall facilitate the implementation of the recommendations of GCVTC.

### 3. PURPOSE

- A. The purpose of this Request for Proposal shall be to develop a tribal emissions inventory software solution that shall be freely available to all of the tribes in the WRAP region. Tribes shall be prepared to conduct emissions inventories and identify sources on their lands through workshops such as ITEP's Level 3 Emission Inventory workshop. This software shall focus on criteria pollutants as defined by Environmental Protection Agency (EPA) and ammonia. Once tribes identify sources of concern to their reservations, they shall:
  - i. Obtain emissions estimates from existing sources of data such as the EPA's National Emission Inventory, state databases, or source specific data from point source monitors, etc.
  - ii. Begin the process of calculating emissions estimates for area, mobile, and point sources specific to their reservations.
- B. Ideally, the software shall guide users through the process of calculating emission estimates for a given list of air emission sources common on WRAP Indian Reservations. Users shall be assumed to be lay-people in the emission inventory field. The software shall calculate emissions estimates for all EPA criteria pollutants and ammonia that apply for each source type. It shall provide default equations and emissions factors to be used in calculating the emissions estimates for EPA's criteria pollutants.

Alternatively, the software shall provide a method of documenting the equations and emissions factors used to calculate the emissions estimates. The alternative would be chosen if complexity of programming and/or cost precludes the inclusion of guided calculations and emissions factors. In this alternative, ITEP training shall provide the information necessary for tribes to create and/or choose the equations and emissions factors used to estimate emissions. In either case, the software shall provide a data management tool for emissions estimates obtained from existing sources and from calculations performed by the user within the software. Templates for data reporting, graphing and charting shall be included in the software. The software shall have the ability to export to a Geographic Information System (GIS) to facilitate analysis and presentation of the emissions inventory data. Specific details on the software and other deliverables shall be provided in the General Functional Description and Specific Deliverables subsections in Section E of this Request for Proposal.

- C. The software shall be designed to allow for future expansion by allowing calculations for additional pollutants and adding guided user interfaces for additional emission factor models.
  - D. ITEP shall provide training, support, and guidance for the software after it has been developed and operating procedures have been documented. Proposer shall provide train-the-trainer instruction to ITEP staff and TDDWG members. The software shall be easily usable by the target audience. Proposer shall be aware that many tribes have very limited staff time available to dedicate to emissions inventories. This software shall allow an individual with a low to moderate level of training to complete an inventory of emissions sources on or near their reservations. The emission inventory completed using the software shall be useful for tribal and regional decision making and modeling.
4. INTENT
- A. It shall be the University's intent to select the Proposal, which appears to be the most favorable in all respects, including price, scope, and availability of services offered.
  - B. Due to budgetary limitations and the desire for maximum product benefit, the modification of an existing Emissions Inventory software package shall be preferred over development of an entirely new software package, unless Proposer can clearly demonstrate the advantage of creating a product from scratch.

## SECTION C                      INSTRUCTIONS TO PROPOSERS

---

1. Proposals shall be addressed and delivered to:

**Purchasing Services Department  
Northern Arizona University  
PO Box 4124  
Gammage Administration Building, Room 103  
Flagstaff, AZ 86011-4124**

Proposals shall be in a sealed envelope marked as follows:

**Name of Proposer  
Title of Proposer  
RFP Number  
Date and Time Proposal is Due**

No telephonic, telegraphic, electronic, or facsimile Proposals shall be considered. Proposals received after the time for closing shall be returned to the Proposer unopened.

2. Proposal shall be submitted in five (5) copies.
3. Proposals shall be submitted in the format shown in Section D. Proposals in any other format may be considered informal and rejected. Conditional Proposals shall not be considered. All Proposals shall be signed by an individual authorized to extend a formal Proposal. Proposals that are not signed may be rejected.
4. A certified check, cashier's check, or surety bond payable to Northern Arizona University for \$5,000.00 shall accompany each Proposal response as a guarantee. Proposer shall enter into an agreement to perform the requested services in accordance with the specifications or as liquidated damages for failure or refusal to enter into an agreement. Any check or bond shall be promptly returned to an unsuccessful Proposer at the time of award and returned to successful Proposer upon execution of a satisfactory agreement.
5. If responding by express mail, allow sufficient time for on-campus delivery. Federal Express and Airborne Express deliver directly to the Purchasing Services Department. UPS and United States Mail deliver to a central location on-campus and additional time shall be required for delivery to the Purchasing Services Department.
6. No department, school, or office at the University has the authority to solicit official Proposals other than the Purchasing Services Department. All solicitation shall be performed under the direct supervision of the Director of Procurement, Purchasing Services, and shall be in complete accordance with University policies

and procedures.

7. Proposer may withdraw Proposals at any time prior to the time and date set for opening.
8. The University reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, at award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all Proposals for a period of ninety (90) days after the opening date and the right to accept a Proposal not withdrawn before the scheduled Proposal opening date, and to negotiate with any Proposer considered qualified or make any award without written discussion.
9. The University reserves the right to conduct discussions with Proposers, to accept revisions of Proposals, and to negotiate price changes. The University shall not disclose any information derived from Proposals submitted or from discussions with other Proposers.
10. Prospective Proposers may submit requests for any changes to the University terms and conditions. However, Proposals that shall be contingent upon any changes to the University terms and conditions shall be at a competitive disadvantage in the Proposal evaluation process. Further, if the University chooses not to accept the alternate terms and conditions, the University may reject such Proposals as non-responsive.
11. Any information considered to be proprietary by the Proposer shall be placed in a separate envelope and marked "Proprietary Information." To the extent the Director of Procurement, Purchasing Services, concurs, this information shall not be considered public information. The Director of Procurement, Purchasing Services, shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.
12. Proposers submitting Proposals, which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. The Purchasing Services Department shall accomplish scheduling of these oral presentations.
13. The successful Proposer shall be expected to enter into a standard form of contract approved by the Arizona Board of Regents. The University contract terms and conditions shall be included herein. These terms and conditions shall be incorporated into the contract between the University and the successful Proposer.
14. Successful Proposer shall provide a certificate of insurance meeting the University's requirements and submit such to the University within ten (10) days of Notice of Intent to Award.
15. **Performance and Payment Bond.** The successful Proposer shall be required to provide and pay for performance and payment bonds. Bonds shall cover the

faithful performance (100%) of the Agreement in the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Proposer shall deliver the required bonds to the University not later than the date of executing the Agreement. Proposer shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order to the Agreement at one hundred percent of the amount of each change order.

16. The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting shall be necessary, the Proposer shall make every effort to use SB & SDB in the performance of the contract resulting from the Request for Proposal.
17. Proposer shall bear all costs associated with the preparation of their Proposal response and of any oral presentation requested by the University.
18. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona, July 16, 1996, the University formally requests that all products used in the performance of any contract resulting from the Request for Proposal be low-or no-content of reactive organic compounds, to the maximum extent possible.

## **SECTION D                      PROPOSAL FORMAT**

---

Follow the format shown below in submitting Proposal response.

1. Signed Proposal Certification, Section J.
2. Management summary.
3. Experience of Proposer with similar/like projects.
4. List of the proposed personnel and resources that shall be assigned to the project with qualifications and relevant experience.
5. Client references.
6. Technical Proposal in detail including Proposer's proposed method of accomplishing tasks.
7. Proposed project schedule, if applicable.
8. Description of the extent of SB and SDB participation in this Request for Proposal.
9. Cost Proposal.
10. Exceptions to Terms and Conditions, Section F.
11. Additional comments.

## **SECTION E                      REQUIREMENTS**

---

Northern Arizona University is requesting sealed Proposals from qualified firms or individuals for the development of a Tribal Emissions Inventory Software Solution.

### **1.        GENERAL**

- A.    The data, specifications, and administrative requirements outlined herein are intended to serve only as a general guideline for the Proposal. Proposer shall submit a fully detailed Proposal response, which shall adequately describe the advantages, and benefits, which the University shall realize by acceptance of its Proposal. Proposer is encouraged to provide any additional information that is not specifically identified in this Proposal.
- B.    Should any discrepancies be found in or omissions from the specifications, or doubt as to their meaning, Proposer shall at once notify the University in writing. The University shall issue written instructions or addenda, as required, to all Proposers. The University shall not be responsible for any/all oral interpretations.

### **2.        QUALIFICATIONS/EXPERIENCE**

- A.    Proposer shall provide a corporate history/management summary and evidence that the firm and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Proposer shall describe their firm's growth for the past three- (3) years. Organizational references shall be provided including name, title, and telephone number of Proposer's point of contact.
- B.    Proposer shall provide sufficient personnel, knowledge, and experience that shall provide the University with the level of professionalism and coverage for the requested products and/or services.
- C.    Proposer shall provide a list of proposed personnel that shall be assigned to this project with resumes specifying qualifications and relevant experience. Proposer shall describe how account representatives or key personnel shall be assigned.

### **3.        REFERENCES**

Proposer shall provide a minimum of five (5) years of references identifying firms with requirements similar to those of the University. At a minimum, the name of the firm, contact person, and the telephone number shall be provided. The University reserves the right to contact additional references not provided by Proposer. Preference shall be given for those references, which shall be most similar in profile and type requested.

#### 4. GENERAL FUNCTIONAL DESCRIPTION

The University requests development of an air emission inventory (EI) software to assist American Indian tribes in the creation of tribal air emissions inventories. The University envisions the software serving several functions.

First, the software shall lead users through the process and calculations for estimating emissions rates for a specified list of emissions sources that are commonly found on tribal lands. Users shall be assumed to be lay-people in the emission inventory field. The software shall calculate emissions estimates for all EPA criteria pollutants and ammonia that apply for each source type. Alternatively, the software shall facilitate documentation of the calculations and emissions factors chosen and/or created by the user.

Second, the software shall facilitate the incorporation of emission estimates from point sources obtained either from the point source operator or from EPA, state and/or local databases.

Third, the software shall act as a data management tool. Calculated point, area and mobile source emissions shall be stored and organized by the software along with data obtained from other data sources.

Fourth, the software shall facilitate presentation and analysis of the EI data collected and developed. Templates for presentation and summarization of emissions data shall be included. Export functions shall allow data to be formatted for and submitted to EPA's National Emissions Inventory, used in tribal GIS, and shall be used in tribal and/or regional modeling efforts.

Tribes shall use this software as an integrated data management tool for air quality analysis, project planning, and ambient air monitoring decisions. User-friendly import and export functions shall be included to facilitate future modeling activities, using either geographic information systems (GIS) or modeling software acquired by individual tribes at a later date. The software shall be stand-alone for desktop personal computers.

The software may be acquired as a newly developed product or may be an existing product modified and tailored to suit tribal emission data gathering and analysis activities. Due to budgetary limitations and the desire for maximum product benefit, a modification of an existing EI software package shall be preferred over development of an entirely new software package, unless Proposer can clearly demonstrate the advantage of creating a product from scratch.

The University envisions the software as a data management tool and data calculator that shall contain default emission estimation factors and other emissions data. The software shall also contain independent input capabilities to accommodate new, user-supplied data and equations. Thus, the EI software shall be flexible and modifiable, responding to future needs, such as changes in pollutants of concern and the aforementioned new emission factors. The software

shall be used by individual tribes to gather and assess their air emission inventory data and for building tribal air program capacity.

The software shall be designed to allow for future expansion in calculations for additional pollutants and adding guided user interfaces for additional emission factor models.

## 5. SPECIFIC DELIVERABLES

The software shall have the ability to calculate, organize, and report on EPA criteria pollutant and ammonia emissions from the Priority 1 sources at a minimum. Proposer shall include separate prices for software that shall include just the Priority 1 list, the Priority 1 and 2 lists, and Priority 1, 2 and 3 lists. ITEP and the TDDWG have attempted to identify the source categories of concern to the greatest number of tribes. These source categories are shown below in the Priority 1 list. If Proposer believes that one or more source categories from priority lists 2 and 3 could also be included in the lowest cost (Priority 1 only) scenario without a significant increase in cost, Proposer shall identify these opportunities. Proposals shall be evaluated, in part, on the number of source categories included for the proposed cost.

### **Priority 1:**

1. Fuel Oil Combustion
2. Natural Gas Combustion
3. Liquefied Petroleum Gas Combustion
4. Sand and gravel processing
5. Windblown dust
6. Pesticide application
7. Fertilizer application
8. Residential wood stoves/fireplaces
9. Gas Stations
10. Prescribed burning and Wildfires
11. Agricultural tilling
12. Paved road dust
13. Unpaved road dust
14. Hot mix asphalt plants
15. Landfills
16. Open burning of solid waste
17. Agricultural burning
18. Mobile sources
  - On-road
  - Non-road
    - Trains
    - Recreational boats
    - Aircraft
    - Other

**Priority 2:**

(\* = calculating function optional based on cost and complexity.)

1. Paper mills\*
2. Oil and gas operations (includes pipeline and wellhead compressors, dehydrators, separators, and exploration and production related emissions.)
3. Dry cleaning
4. Non-industrial surface coating
5. Construction sites
6. Consumer/commercial solvents
7. Graphic arts
8. Structure fires
9. Surface mining
10. Asphalt paving
11. Bulk terminals/plants
12. Petroleum refineries\*
13. Dairy farms
14. Livestock waste

**Priority 3:**

1. Publicly owned water treatment works\*
2. Other waste disposal
3. Restaurant grills
4. Hazardous waste transportation, storage, and disposal facilities\*
5. Soil ammonia
6. Surface cleaning
7. Adhesives
8. Industrial waste water\*
9. Vegetation
10. Incineration
11. Grain elevators

Minimum requirements for the software shall include the following deliverables.

**A. DELIVERABLES TO MEET THE FIRST FUNCTION**

1. Emissions estimate calculator: There are two alternatives for this element. The first alternative shall have an intuitive and user-friendly interface that shall guide users through the process of calculating emissions estimates for EPA's criteria pollutants and ammonia for the sources listed in the priority lists above. Proposer shall assume that the users are lay-people in the emission inventory field. Emissions factors and equations for estimating emissions shall be included in the software. The software shall contain default emission factors and equations for use in calculating emissions for the sources listed above based upon current EPA guidance documents (AP-42 and FIRE). Proposer shall provide the University with a list detailing the emissions factors and equations that shall be included in the software prior to developing the software. The University shall

approve all emissions factors and equations before they are included in the software's emissions calculator element. This alternative shall also allow customization of both equation emission factors and the equations in which they shall be used.

In the first alternative, the interface shall prompt users for area-specific information (i.e. percent silt content for tillage emissions, acreage and crop yield for grain elevators emissions, number of households using different types of heating fuel or fuel volume estimates for residential fuel consumption emissions, etc.) for the variables in the included emission rate calculations. Where appropriate, pull-down lists shall be included where default values may be used in place of site specific information (i.e. soil erodibility based on common soil types, fuel loading factors, etc.), but the user shall maintain the option of entering site specific data and emissions factors. The software shall include guidance suggesting where area-specific information can be obtained (i.e. crop acreage and yield estimates can be obtained from local agricultural extension agencies, number of households using various types of fuel for heating from county or tribal agencies or Census data, volume of fuel consumed from local distributors, etc.)

The second alternative shall document equations and emissions factors created and/or chosen by the user. The calculating functions would not be included in the software if the second alternative were chosen.

In both alternatives, the software shall include the ability to document the source of all calculation variables. The software shall allow users to enter additional source categories, with associated data and equations, via dialogue boxes.

2. Mobile source emissions calculator: This element shall have an intuitive and user-friendly interface that shall guide users through the process of calculating emissions for the on-road and non-road mobile sources listed in the priority lists above. The interface shall prompt users for source-specific information as required by the most current versions of EPA's MOBILE and NONROAD models. EPA's MOBILE and NONROAD models shall interface with the software to estimate emissions from mobile sources. The code for these models shall be included in the software. Where appropriate, pull-down lists shall be included where default values may be used in place of site-specific information but the user shall maintain the option of entering site-specific data. The software shall include guidance suggesting where mobile source-specific information can be obtained. The software shall include the ability to document the source of all calculation variables. The software shall provide for manual data entry of emissions estimates from mobile sources.

The software shall be designed to allow the future addition of other emission factor models, such as EPA's BEIS.

B. DELIVERABLES TO MEET 2ND FUNCTION

Point source data incorporation: This element shall be capable of accepting point source pollutant emission data downloaded from EPA's National Emission Inventory (NEI), the National Toxics Inventory (NTI), and ITEP databases. Options for manual entry of point source emissions estimates shall also be included.

C. DELIVERABLES TO MEET 3RD FUNCTION

Data management: Point, area, and mobile source emission estimates, whether calculated, entered manually, or downloaded from other data sources, shall be organized together to form a complete inventory of emissions sources on and near the user's reservation lands. The software shall contain an onscreen wizard function allowing the composition of metadata documents for the databases, and GIS data derived from them, that conform to the current Content Standards for Digital Geospatial Metadata. Each data element entered by the user shall have an associated record describing the source of the data element and the date it was obtained. All emissions estimates shall have an associated inventory date to allow periodic updates of the emission inventory. This feature shall also allow emission trends over time to be analyzed. The software shall also have the capacity to store data covering a specific time period, so that emission trends and GIS-based models may be generated from multiple time-dependent data sets.

D. DELIVERABLES TO MEET THE 4TH FUNCTION

These elements shall facilitate presentation and analysis of the EI data collected and developed. It shall facilitate charting of emission trends over time, graphing, and reporting using default choices via an onscreen wizard. The software shall also allow for user customization of charts, graphs, and reports. The software shall contain default report and summary table templates.

1. Geographic Information System export functions: This element shall provide the capability of producing Arc®View shapefiles to represent all emissions sources inventoried within the software. All GIS data shall conform to the current Content Standards for Digital Geospatial Metadata. The software shall also include a function allowing the composition of geospatial metadata documentation for the various GIS data files generated by its use. A user-friendly interface shall enable users to prepare metadata that conforms to the USGS standard for geospatial data, and to export those metadata files as required. (For more information regarding Spatial Metadata visit <http://www.fdg.gov>).

2. Export functions: This element shall allow exporting of data as comma or space-delimited text, database, and GIS (Arc®View shapefile) formatted data. Export functions shall allow data to be submitted to ITEP and/or EPA national databases and shall facilitate tribal and/or regional modeling efforts.

## 6. OTHER DELIVERABLES

1. User Manual: The software user manual may be delivered with the software as an Adobe Acrobat® PDF file and/or as a Microsoft Word document on compact disc. A draft of the user's manual shall be supplied to ITEP for review and acceptance. The final user's manual shall be produced upon ITEP's and the TDDWG's acceptance.
2. Train-the-Trainer: Successful Proposer shall provide ITEP staff and selected tribal environmental professionals comprehensive training on the use of the software either at ITEP's offices or at Proposer's facility. The Train-the-Trainer workshop shall be 3 days long at minimum. Trained personnel shall be used to provide training to tribes. Proposer shall describe, in detail, proposed training and costs.
3. Operating Platform: The software shall be designed to be compatible with Windows 95, 98, 2000, ME, and XP operating platforms. The software application shall be self-executing and shall be a freestanding program, operating independently from any other programs. However, because the data and analysis resulting from its use shall serve multiple purposes, i.e., reports, forecasts, etc., importing and exporting functions compatible with programs such as Microsoft® Office Suite applications shall be required.

As stated in preceding text, the project goal shall be to distribute the software to build tribal air program capacity for emission inventories. The software shall be freely available to all U.S. Indian tribes. The source code shall become the property of the WRAP through the TDDWG. Proposer shall consider this during product development. Exclusive licensing agreements shall be considered if they provide a cost benefit and they fulfill the project's goals for the final distribution of the product.

## 7. DETAILED DESIGN SPECIFICATIONS

Successful Proposer shall prepare a development plan ("Development Plan") for the software, satisfying the requirements described above in the General Functional Description of Software section. The Development Plan shall include detailed specifications for the software; a listing of all items that shall be delivered to the University; a delivery schedule containing a delivery date for each deliverable; and a payment schedule setting forth the amount and time of the Proposer's compensation. The Development Plan shall include a prototype of the software including a complete set of proposed screen displays, menus, and report formats so that the University and TDDWG can review the software's user interface. The University and the members of the TDDWG software design committee shall have 90 days to review the Development Plan and software prototype. Upon approval of the Development Plan and software prototype, Proposer shall commence development of the software that shall substantially conform to the requirements set forth in the Development Plan.

If the Development Plan is in the University's and the TDDWG software design committee's reasonable judgment unsatisfactory in any material respect, the University shall prepare a detailed written description of the objections. The University shall deliver such objections to Proposer within 90 days of receipt of the Development Plan. Proposer shall then have 30 days to modify the Development Plan to respond to the objections. The University shall have 30 days to review the modified Development Plan. If the University deems the modified Development Plan to be unacceptable, the University reserves the right to have the option of terminating the agreement, upon written notice, or permitting Proposer to modify the Development Plan again under the procedure outlined in this paragraph.

Proposer shall submit a proposed timeline for development of the software product solution.

#### 8. PROCEDURE FOR CHANGES

If at any time following acceptance of the Development Plan by the University, the University should desire a change in Proposer's performance that shall alter or amend the specifications or other elements of the Development Plan, the University shall submit to Proposer a written proposal specifying the desired changes. If Proposer wishes to alter the Development Plan and specifications, Proposer shall submit to the University a written proposal specifying the desired changes. Proposer shall evaluate each such proposal at its standard rates and charges and develop a written response or proposal. Proposer's written response shall include a statement of the availability of Proposer's personnel and resources, as well as any impact the proposed changes shall have on the contract price, delivery dates, or warranty provisions of the agreement.

Changes to the Development Plan shall be evidenced by a "Development Plan Modification Agreement." The Development Plan Modification Agreement shall be signed by authorized representatives of the University and Proposer, whereupon Proposer shall commence performance in accordance therewith.

#### 9. PRODUCT SUPPORT AND WARRANTY

Describe the product support, which shall be provided with the proposed software product solution. Indicate the warranty period and extended warranty options.

## SECTION F TERMS AND CONDITIONS

---

1. **Package Goods.** Proposer shall package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Proposer's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) The number of the container bearing the packing slip. Proposer shall bear cost of packaging unless otherwise provided.
2. **Shipment Under Reservation Prohibited.** Proposer is not authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of the goods.
3. **Liens.** All goods delivered and labor performed under this Order shall be free of all liens and, if the University requests, a formal release of all liens shall be delivered to the University.
4. **Payment.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement.
5. **Right of Inspection.** The University shall have the right to inspect the goods at delivery before accepting them.
6. **Remedies and Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Arizona. The University and Proposer shall have all remedies afforded each by said law.
7. **No Replacement of Defective Tender.** Every tender of goods shall fully comply with all provisions of this contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.
8. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
9. **Anti-Kickback.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operation and direct business relationships.

10. **Gratuities.** The University may, by written notice to the Proposer, cancel this contract if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is cancelled by the University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
11. **Warranties.** In addition to any implied warranties, Proposer warrants that the goods furnished shall conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Proposer, if any. In the event of a conflict between the specification, drawings, and description, the specifications shall govern.
12. **Modifications.** This agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
13. **Assignment-Delegation.** No right or interest in this contract shall be assigned or delegation of any obligation made by Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
14. **Interpretation-Parol Evidence.** This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
15. **Non-Discrimination.** During the performance of this contract, the Proposer agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a physical or mental handicap or because he or she is a disabled veteran or a veteran of the Vietnam era. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The parties agree to comply with Arizona Executive Order 99-4,

prohibiting discrimination in employment by government contractors, to the extent applicable to this contract.

16. **Equal Opportunity Clause.** The provisions of Section 202 Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
17. **Termination for Default.** In the event that the Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within ten (10) days. Should the Proposer fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
18. **No Waiver.** No waiver by the University of any breach of the provisions of this Agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
19. **Termination.** The University may by 30 (thirty) days written notice, stating the extent and effective date, terminate this order for convenience in whole or in part, at any time.
20. **Cancellation of State Contract.** In accordance with A.R.S. §38-511, this order may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the University is, at anytime while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
21. **Labor Disputes.** Proposer shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this order.
22. **Cancellation for Conflict of Interest.** The parties agree that this contract may be cancelled for conflict of interest in accordance with A.R.S. §38-511.
23. **Contract Claims and Controversies.** All contract claims and controversies arising under this contract shall be resolved pursuant to Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
24. **Cancellation for Lack of Funding.** This contract may be cancelled without any further obligation on the part of the Arizona Board of Regents and Northern Arizona University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Proposer shall be

notified in writing of such non-appropriation at the earliest opportunity.

25. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Proposer hereby assigns to the Arizona Board of Regents any and all claims for such overcharges.
26. **Inspection and Audit.** All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Northern Arizona University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this contract. Such records shall be produced at Northern Arizona University, or such other location as designated by Northern Arizona University, upon reasonable notice to the contracting party.
27. **Sales and Use Tax.** The Proposer shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws in amendments. The University is not exempt from state sales excise tax and compensation use tax.
28. **Insurance Requirements.** Without limiting any liabilities or any other obligations of Proposer, Proposer shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University, until all obligations under a contract are satisfied. **An acceptable insurance company is authorized to conduct business in the State of Arizona and is rated at least A, VII by A.M. Best, Inc.**
  - A. If applicable, Worker's Compensation insurance coverage for all employees which meets Arizona statutory benefits; including Employer's Liability with minimum limits of \$500,000 each accident, \$500,000 each employee/disease, and \$1,000,000 policy limits/disease. The University does not require an additional insured endorsement, however, the policy shall include an endorsement for All State coverage for the State of Arizona.
  - B. Comprehensive General Liability insurance with a minimum combined single limit (CSL) each occurrence of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) general aggregate. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blank contractual liability; products and completed operations, this coverage shall extend for year past acceptance, cancellation, or termination of the services or work

defined in an agreement; Fire Legal Liability; Liquor Liability (if applicable).

- C. Comprehensive Automobile Liability insurance with a combined single limit (CSL) for bodily injury, death, or property damage of not less than ONE MILLION DOLLARS (\$1,000,000) with respect to “any auto” or Proposer’s “scheduled, owned, hired or non-owned vehicles,” assigned to or used in performance of the Services.
- D. If applicable, Professional Liability with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim (or each wrongful act), and THREE MILLION DOLLARS (\$3,000,000) aggregate with a retroactive liability date (if applicable to claims-made coverage) the same as the effective date of the agreement. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of the agreement and, at the discretion of the State of Arizona, the Arizona Board of Regents, and Northern Arizona University, shall include one of the following types of Professional Liability policies: Directors or Officers, Errors and Omissions, Medical Malpractice, Druggists Professional, Architects/Engineers Professional, Lawyers Professional, Teachers Professional, Accountants Professional, and Other (specify professions from Scope of Work). The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.
- E. If applicable, Builder’s Risk coverage in an amount that represents the project’s estimated completed value.
- F. The policies required by (B), (C), (D), and (E) herein shall be endorsed to include the State of Arizona, the Arizona Board of Regents, and Northern Arizona University as additional insured.
- G. The policies required by (B), (C), (D), and (E) shall stipulate that the insurance afforded Proposer shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents, and Northern Arizona University, shall be excess and not contributory insurance to that provided by the named insured.
- H. Coverage afforded under these policies shall not be canceled, terminated, or materially altered until thirty (30) days prior written notice has been given to the University.
- I. A certificate of insurance acceptable to the University shall be issued to the University as evidence that policies providing the required coverage’s, conditions and limits are in full force and effect. An acceptable certificate shall include statements indicating compliance with the requirements of (F), (G), and (H), a statement describing the Proposer’s activity/property/contract with Northern Arizona University, be

countersigned by an authorized representative of the issuing insurance company, and list Northern Arizona University as the certificate holder.

- J. The Successful Proposer shall provide the University with an acceptable Certificate of Insurance prior to the commencement of providing the services/products defined in this Proposal.
- K. Failure on the part of Proposer to meet these requirements shall constitute a material breach of contract upon which the State of Arizona, the Arizona Board of Regents, and the University may immediately terminate a contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona, the Arizona Board of Regents, and the University shall be repaid by Proposer to the University upon demand, or the State of Arizona, the Arizona Board of Regents, and the University may offset the cost of the premiums against any monies due to Proposer
- L. Costs for coverage's broader than those required or for limits excess of those required shall not be charged to the State of Arizona, the Arizona Board of Regents, and Northern Arizona University.
- M. The University reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements within ten (10) calendar days of agreement signature.
- N. The Proposer and its insurers providing the required coverage's shall waive all rights of recovery against the State of Arizona, the Arizona Board of Regents, and the University, their agents, officials, and employees.
- O. The Certificate of Insurance shall be mailed to:

Northern Arizona University  
Purchasing Services Department  
RE: **P02LS004**  
PO Box 4124  
Flagstaff, AZ 86011

- 29. **Indemnification.** Proposer shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any claims, damages, and actions of any kind or nature arising from services furnished by the Proposer, provided that such liability is not attributable to the sole negligence of the University.
- 30. **Personnel.** Employees of the Proposer assigned to the project and identified by name in the Proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.

31. **Ownership.** All responses and accompanying documentation shall become the property of the University at the time the Proposals are opened.
32. **Independent Contractor.** It shall be understood that the successful Proposer shall operate as an independent contractor, not as an employee or agent of the University.
33. **Invoices.** Invoices covering each delivery shall be mailed to the Accounts Payable Department once a month. Invoices shall be for all items delivered within the month. The intent is to receive one monthly billing. All invoices shall reference the purchase order number and the agreement.
34. **Changes.** Within the limits allowed by law, Proposer agrees that the University may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Agreement sum being adjusted accordingly, and Proposer shall enter into a modification of the Agreement to reflect said changes.

## **SECTION G                      EVALUATION CRITERIA**

---

Proposals shall be evaluated on the following basis:

1. Quality of product and services offered.
2. Demonstrated expertise in this particular field:
  - A. Proposer's history and financial stability.
  - B. Proposer's experience with similar/like projects.
  - C. Qualifications and sufficiency of personnel that shall be assigned to the project.
  - D. Client References.
  - E. Qualifications of subcontractors, if applicable.
3. Technical Approach:
  - A. Clarity and reasonableness of proposed method of accomplishing requirements and the ability to satisfy all components of specifications outlined in Section E.
  - B. Demonstrated knowledge, qualifications, and experience required providing requested products and/or services.
4. Value Added Services Offered.
5. Cost Proposal
6. General quality and adequacy of response.
  - A. Completeness.
  - B. Expressed understanding of requirements of the Request for Proposal.
  - C. Responsiveness to terms and conditions.



**SECTION I                      PRE-PROPOSAL CONFERENCE**

---

A pre-proposal teleconference shall be conducted on \_\_\_\_\_ at \_\_\_\_\_ to address any questions or concerns regarding subject Request for Proposal.

Interested Proposers shall give written notice of their intent to participate prior to \_\_\_\_\_. Instructions for participation shall be given only to those Proposers who have given notice of their intent to participate.

A written addendum shall be issued following the pre-proposal conference to all Proposers of record. The University shall not be responsible for any/all oral interpretations.

**SECTION J****PRODUCT DEMONSTRATION**

---

The University, at its sole option, may request Proposer to participate in an on-site demonstration of the software product solution offered. Proposer shall be prepared to demonstrate their proposed solution to a University evaluation committee. Scheduling date, time, and location for said demonstration shall be the responsibility of the University. All costs associated with product demonstration shall be the sole responsibility of Proposer.

**SECTION K                      PROPOSAL CERTIFICATION**

---

Date: \_\_\_\_\_

Purchasing Services Department  
Northern Arizona University

The undersigned certifies that to the best of his/her knowledge: (check one):

- There is no officer or employee of Northern Arizona University who has, or whose relative has, a substantial interest in any Contract award subsequent to this Proposal.
- The names of any and all public officers or employees of Northern Arizona University who have, or whose relative has, a substantial interest in any Contract award subsequent to this Proposal are identified by name as part of the submittal.

The undersigned further certifies that their firm (check one)  **IS** or  **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Proposal Number: **P02LS004** and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

<b>Signed ↓:</b>	<b>By (print name) ↓:</b>
<b>Firm ↓:</b>	<b>Title ↓:</b>
<b>Address ↓:</b>	<b>Phone Number ↓:</b>
<b>AN AUTHORIZED AGENT OF THE PROPOSER SHALL SIGN PROPOSAL CERTIFICATION</b>	