



# **Environmental Services**

**for**

**“Pueblo of Tesuque Broadband  
Deployment Project”**

**RFP No. 2024-02-IT**

**March 2024**

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**I. ADVERTISEMENT**

**ENVIRONMENTAL SERVICES  
PUEBLO OF TESUQUE BROADBAND  
DEPLOYMENT PROJECT  
RFP NO. 2024-02-IT**

The Pueblo of Tesuque requests proposals from qualified Offerors or firms to provide environmental services, related to the Pueblo of Tesuque's Broadband Deployment Project. All proposals submitted shall be valid for ninety (90) days subject to action by the Pueblo.

The Pueblo of Tesuque reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container.

A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container.

All proposals must be received by **2:00PM on April 30, 2024, at the Pueblo of Tesuque Administration Building, 20 TP828, Santa Fe, NM 87506.**

By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

Request for Proposals will be available by contacting Mr. Jeremy Yepa, Network and Communications Administrator, Pueblo of Tesuque by telephone at (505) 955-7743 or by email at [jyepa@pueblooftesuque.org](mailto:jyepa@pueblooftesuque.org). In addition, the Request for Proposal can be viewed at [www.tesuquepueblo.org/fiber-rfp](http://www.tesuquepueblo.org/fiber-rfp).

**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY THE PUEBLO OF TESUQUE.**

## II. INTRODUCTION

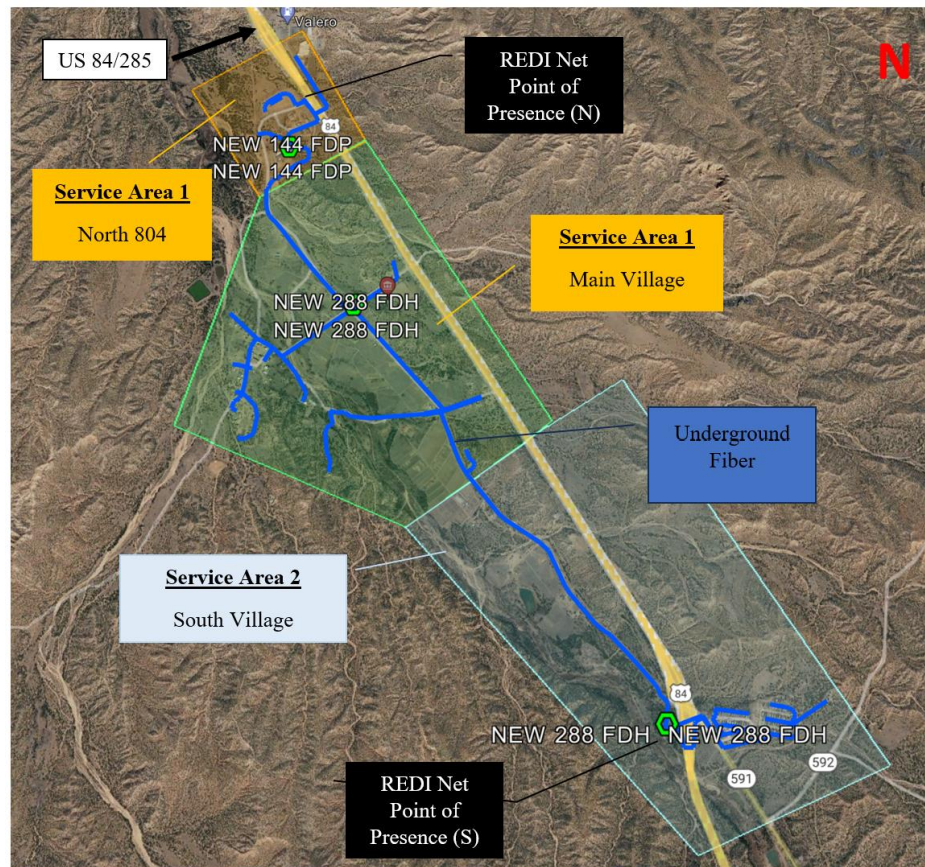
### A. EXECUTIVE SUMMARY

The Pueblo of Tesuque (Pueblo) is located 10 miles north of Santa Fe, in Santa Fe County, and encompasses approximately 17,000 acres and archaeological sites in the area have been dated back to 850 CE. The Pueblo is part of the Bureau of Indian Affairs Department's Southwest Region and is listed on the National Register of Historic Places.

To ensure that Pueblo members, including the two-hundred seventy unserved households and nine (9) community anchor institutions have reliable qualifying broadband service, the Pueblo applied for and received a National Telecommunications and Information Administration - Tribal Broadband Connectivity Program (NTIA-TBCP) grant to plan, design, engineer, and to complete all necessary environmental services for its Broadband Deployment Project.

### B. GENERAL PROJECT INFORMATION

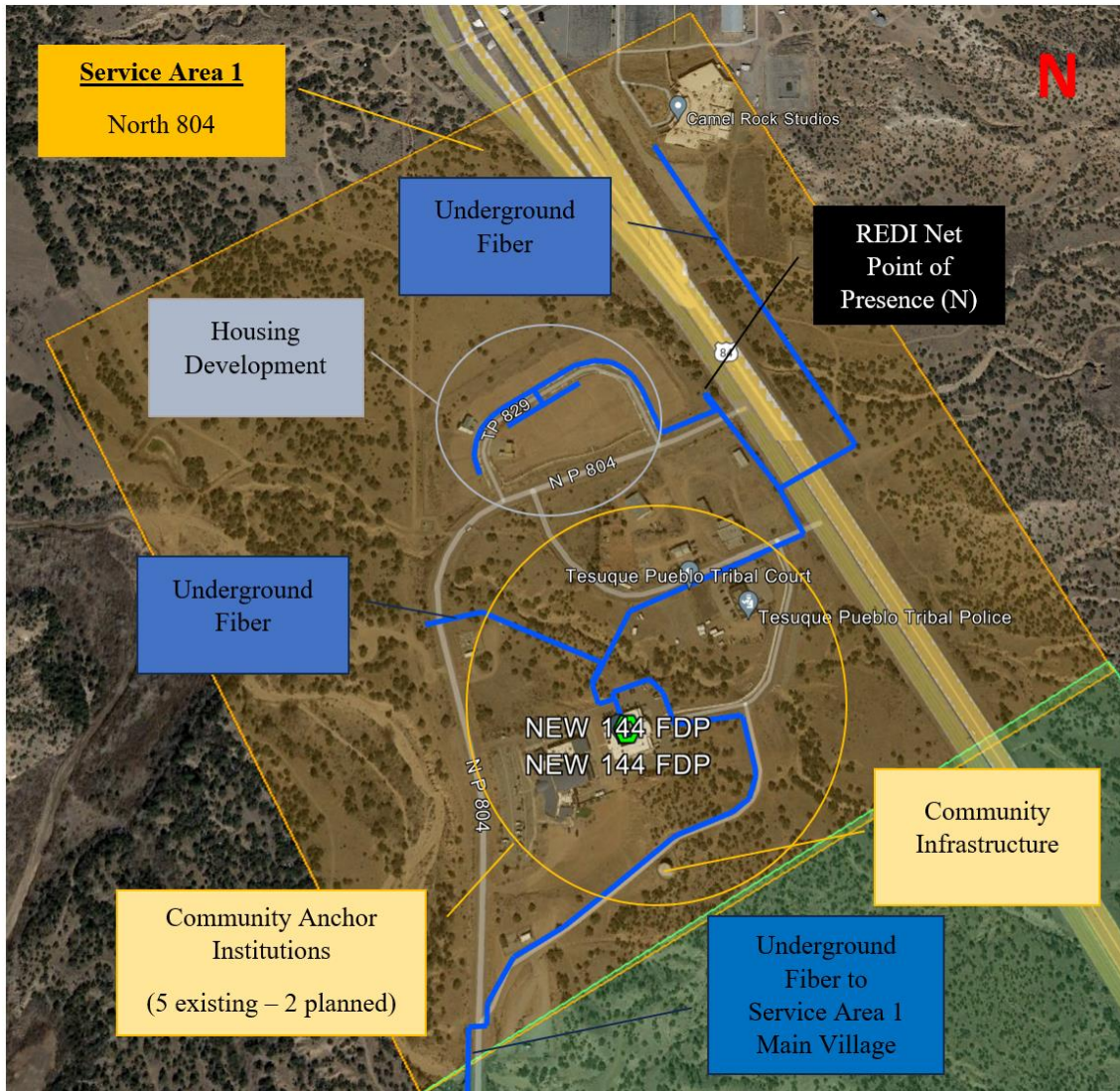
The Pueblo's Broadband Deployment Project will provide fixed fiber via underground construction primarily within existing disturbed areas (roads, driveways ...), to two hundred seventy (270) unserved Pueblo households and nine (9) Community Anchor Institutions in the following service areas:



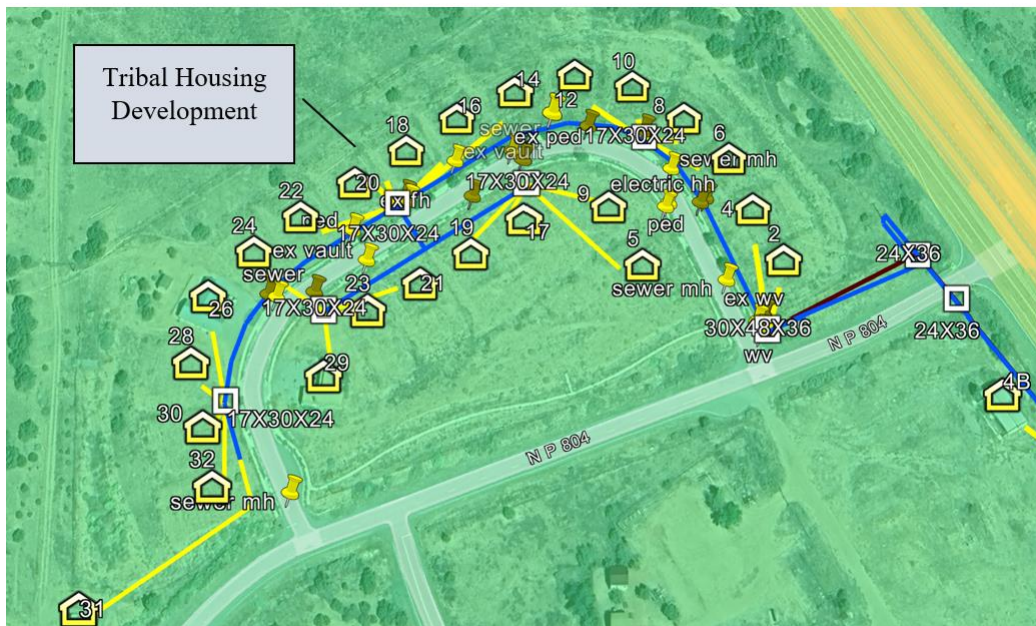
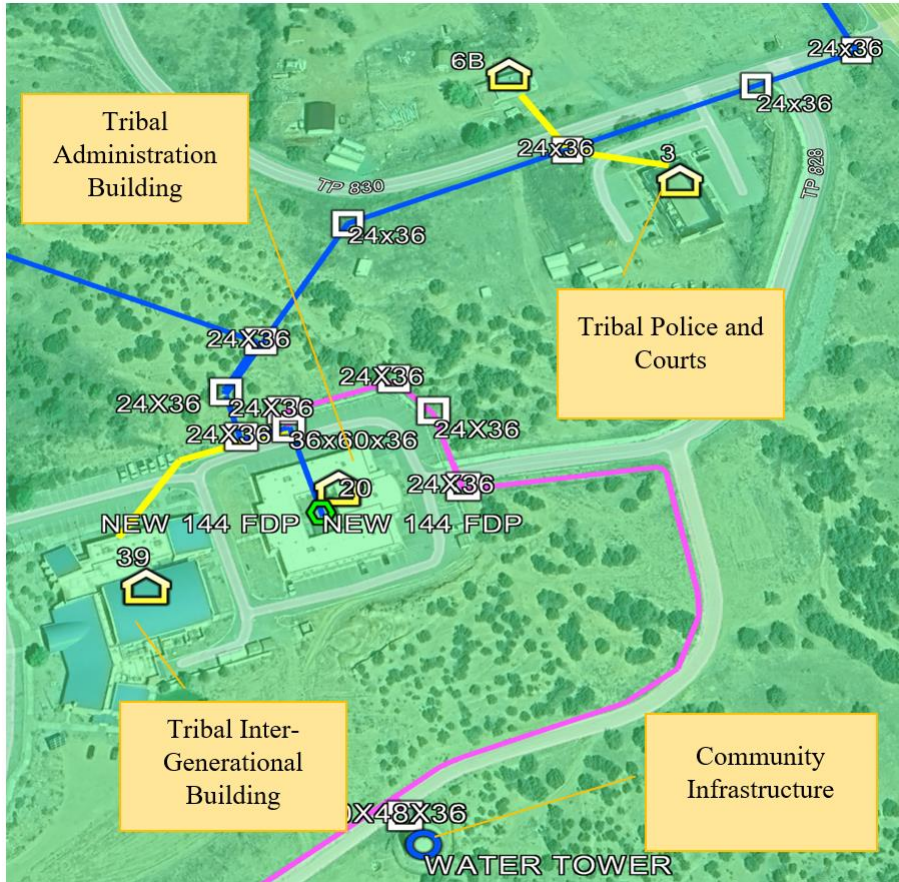
- **Service Area 1 – North 804**

The Pueblo of Tesuque, in partnership with REDINet (middle mile fiber provider) will establish the “Pueblo of Tesuque Tribal Broadband Deployment Project” (Project) at the REDINet Point of Presence (POP) located on the west side of US 284/85 and Camel Rock Road.

From the POP, underground fiber will be deployed south along the west and east side of US 84 Frontage Road to Service Area 1 including deployment to the Camel Rock Studios, a Pueblo of Tesuque economic development property.



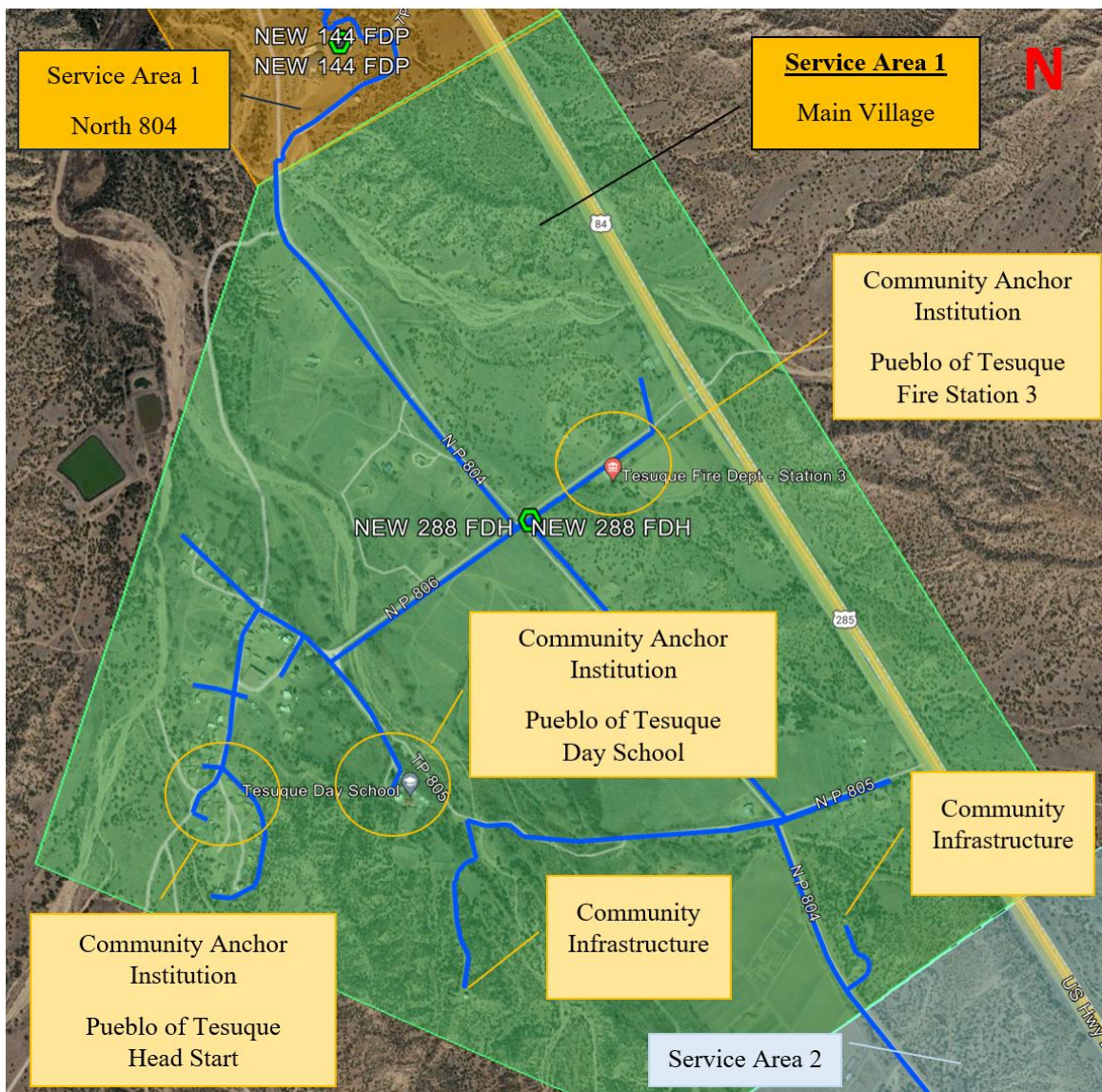
Underground fiber will be deployed to the Pueblo of Tesuque Administration area which includes the Tribal Administration Building, Inter-Generational Building, Tribal Courts, Tribal Police and the future home of the Tribal Network Operations Center and Public Works facility.



- **Service Area 1 – Main Village**

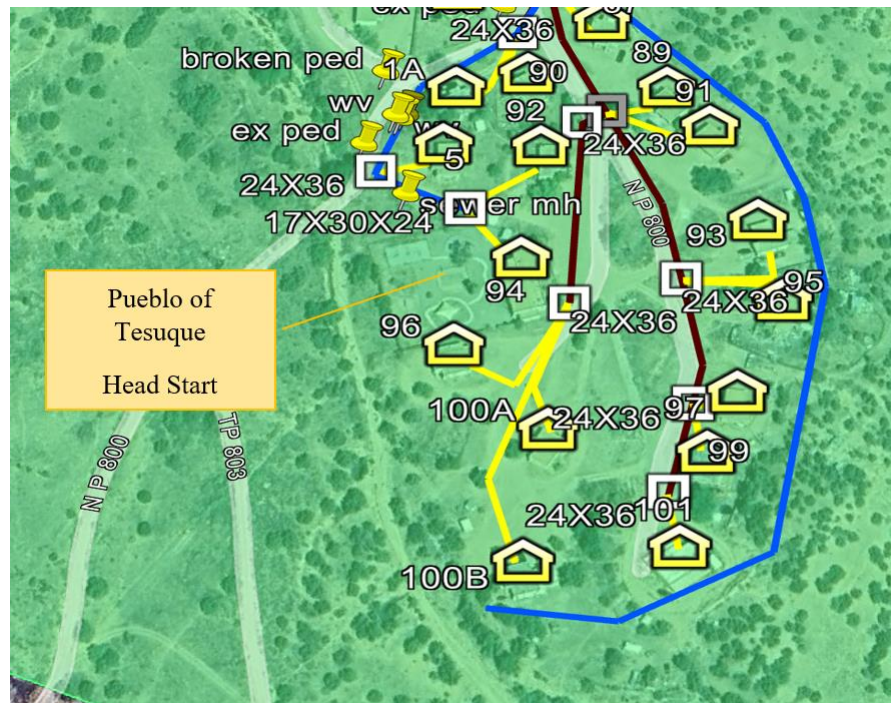
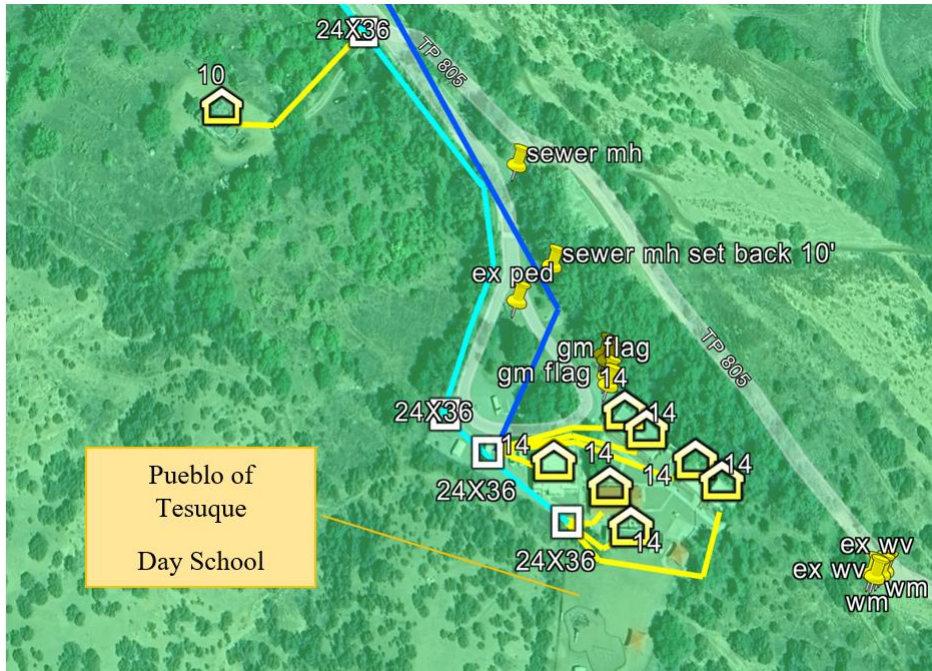
Underground fiber will be deployed from Service Area 1 North 804 to Service Area 1 Main Village along NP 804. A new Fiber Distribution Hub (FDH) will be located at the intersection of NP 804 and NP 806. From the FDH underground fiber will be deployed to the Tesuque Fire Department Station 3 (Communication Anchor Institution) and to unserved Pueblo households west of US 84/285, underground fiber will be deployed west along NP 806 to serve unserved Pueblo households and the Tesuque Head Start and Tesuque Day School (Community Anchor Institutions) and south along NP804 to underserved Pueblo households and Service Area 2.

In addition, underground fiber will be deployed to two (2) Community Infrastructure locations.



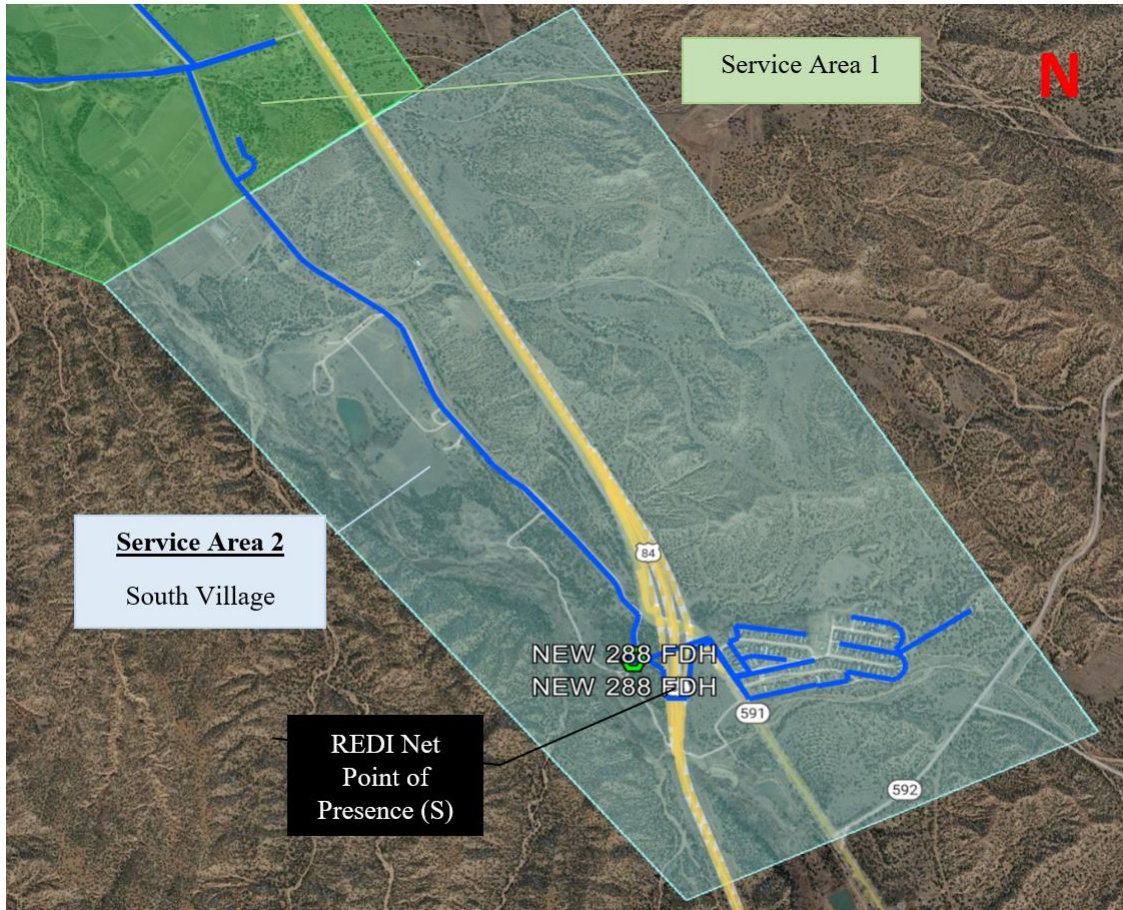


Underground fiber will be deployed to the Pueblo of Tesuque Day School and HeadStart Community Anchor Institutions and unserved Tribal Households.



- **Service Area 2**

Underground fiber will be deployed from Service Area 1 to Service Area 2 along NP 804 with a new Fiber Distribution Hub (FDH) located at the REDINet South POP located west of the west frontage road and US 84/285. From the FDH underground fiber will be deployed under US 84/285 to the east side of NM591. From this point, underground fiber will be deployed south and east to the Pueblo of Tesuque Mobile Home Park and one (1) community infrastructure location.



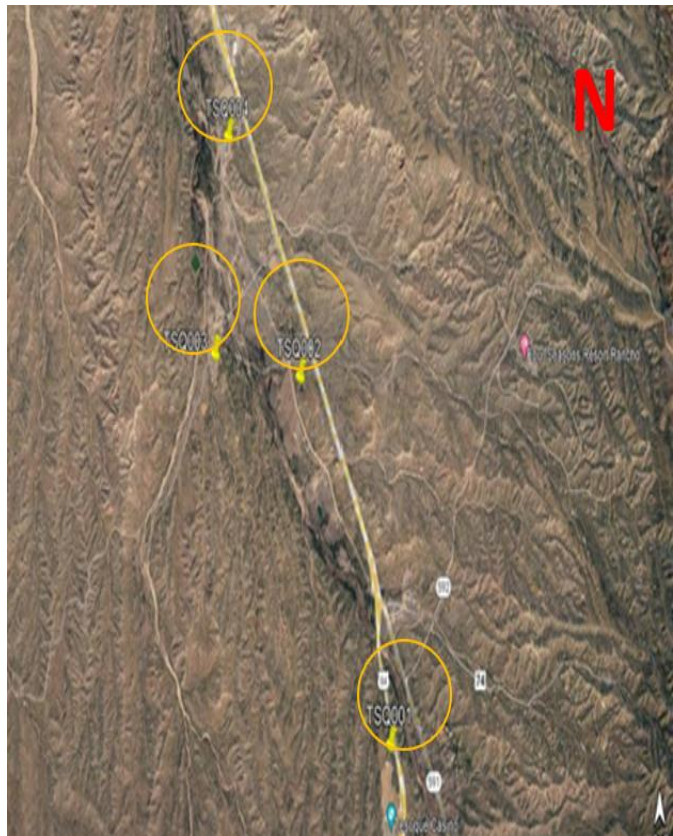
- **Service Area 2 – Mobile Home Park and Community Infrastructure location**



- **Community Infrastructure**

To address those unserved households that are not able to receive fiber due to remoteness and for those who do not have a “structure” i.e., teleworkers, field workers, etc., can have access to qualifying broadband service, the Pueblo is deploying a 2.5GHz Tribal License access points using commercial grade equipment at the following locations which will provide RF coverage:

- TSQ001 – South Water Tower located at 35.772598 / 105.94627 – 40’ vertical elevation
- TSQ002 – Water Tower located at 35.797198 / 105.916795 – 40’ vertical elevation
- TSQ003 – Water Tower located at 35.7988 / 105.976956 – 20’ vertical elevation
- TSQ004 – Water Tower located at 35.772598 / 105/94627 – 20’ vertical elevation



C. **SCOPE OF WORK**

The selected offeror/firm shall conduct all work necessary to prepare an Environmental Services as generally defined in 40 CFR 1508.1, for the Pueblo of Tesuque's Broadband Deployment Project. To assist in the development of projects within Indian Country, the NTIA issued the **National Telecommunications and Information Administration's National Environmental Policy Act Procedures and Procedures and Categorical Exclusions** for its Tribal Broadband Connectivity Program, which is to be used in the development of the Environmental Services, which is included as Appendix F.

In addition, the selected offeror/firm shall coordinate with the following offices/organizations:

- Coordination with the Pueblo's Project Manager, the Pueblo's Environmental and Cultural Resource Offices, and the Pueblo's Realty Office
- Coordination with the Bureau of Indian Affairs office
  - Bureau of Indian Affairs Part 516 Chapter 10 Environmental Quality Programs
- Coordination with the Department of Commerce – National Telecommunication and Information Administration Office

At a minimum, the review/analysis shall be developed to include but not be limited to:

- Title page
- Table of contents
- List of Acronyms
- Purpose and need
- Alternatives considered
- Environmental setting
- Potential impacts of the alternatives
- Permits
- Summary
- Agencies consulted and references
- List of preparers
- Appendices

**D. INSURANCE REQUIREMENTS**

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for Pueblo by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Pueblo of Santa Fe shall be a named additional insured on the policy.
3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
5. Increased Limits. If, during the life of this Agreement, the Pueblo increases the maximum limits, the Contractor shall increase the maximum limits of any insurance required herein.

**E. DESIGNATED PROCUREMENT MANAGER**

The Pueblo has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Mr. Jeremy Yepa  
Network and Communications Administrator  
Pueblo of Tesuque  
by telephone at (505) 955-7743 or by email at [jyepa@pueblooftesusque.org](mailto:jyepa@pueblooftesusque.org).

Any inquiries or requests regarding this procurement should be submitted to the Procurement Planner Analyst in writing. **Offerors may ONLY contact the Procurement Manager listed above regarding the procurement.**

**F. DEFINITION OF TERMINOLOGY**

This section contains definitions and abbreviations that are used throughout this procurement document.

This section contains definitions and abbreviations that are used throughout this procurement document.

**“Tribal Council”** means the Pueblo of Tesuque Tribal Council

**“Close of Business”** means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

**“Contract”** or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

**“Contractor”** means a successful Offeror who enters into a binding contract.

**“Determination”** means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

**“Desirable”** The terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor (as opposed to “mandatory”).

**“Evaluation Committee”** means a body appointed by the Pueblo to perform the evaluation of offeror proposals.

**“Finalist”** is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Mandatory”** The terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Owner”** is the Pueblo of Tesuque .

**“Procurement Manager”** means the person or designee authorized by the Pueblo to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Request for Proposals”** or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the RFP.

**“Responsive Offer”** or **“Responsive Proposal”** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.

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### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

#### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Owner	April 22, 2024
2. Acknowledgement of Receipt Form	Offeror	April 25, 2024
3. Deadline to Submit Additional Questions	Offerors	April 26, 2024
4. Response to Written Questions	Owner	April 29, 2024
5. Submission of Proposal	Offerors	April 30, 2024 2:00 p.m.
6. Proposal Evaluation Review	Evaluation Committee	TBD
7. Selection of Finalist	Evaluation Committee	TBD
8. Oral Presentation by Finalists (if applicable)	Offeror	TBD
9. Contract Negotiations	Owner/Offeror	TBD
10. Contract Award	Owner	May 2024

**Note:** *If the Evaluation Committee makes a selection during written evaluation, event 8 above, event 9 will not occur.*



**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

**1. Issuance of RFP**

This RFP is being issued by the Pueblo of Tesuque.

**2. Acknowledgement of Receipt Form**

Potential offerors should hand-deliver, return by facsimile or e-mail the Acknowledgement of Receipt Form provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of business on *April 25, 2024*.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

**3. Deadline to Submit Additional Written Questions**

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II.E and sent via facsimile or e-mail. *Any contact with any other Pueblo staff member or persons other than the Procurement Manager named in this solicitation may be grounds for disqualification.*

**4. Response to Written Questions**

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Manager no later than one (1) day after the answers or addenda were issued.

5. **Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PUEBLO OF TESUQUE NO LATER THAN 2:00 PM, April 30, 2024.**

*Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II.E.*

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Pueblo's Request for Proposals No. 2024-02-IT.

**Proposals must be delivered to:**

Mr. Jeremy Yepa  
Pueblo of Tesuque  
Tribal Administration Building 20  
TP828  
Santa Fe, NM 87506

A log will be kept of the names of all offerors who submitted proposals. The contents of any proposal shall not be disclosed to competing offerors during the negotiation process.

6. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Pueblo of Tesuque. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the offerors.**

7. **Selection of Finalists (If Applicable)**

The Evaluation Committee may select and the Procurement Manager may notify the finalist offerors on the date indicated in the Sequence of Events at Section III.A. Only finalists will be invited to participate in the subsequent steps of the procurement if the finalist process is used.

8. **Best and Final Offers from Finalists (If Applicable)**

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.

9. **Oral Presentation by Finalists (If Applicable)**

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation. All finalist offerors will be contacted to schedule presentations providing a location and instructions for the Oral presentations. Each presentation will be limited to one (1) hour in duration.

10. **Contract Negotiations**

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the Pueblo reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. **Contract Award**

The Pueblo anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Pueblo of Tesuque Procurement Manager.

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous to the Pueblo, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

## C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Pueblo of Tesuque's Procurement Policy.

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions of the contract template attached hereto as Appendix E.

### 2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

### 3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Pueblo. The Pueblo will make contract payments to only the prime contractor.

### 4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the Pueblo whether or not subcontractors are used.

### 5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of the previously submitted proposal and must be clearly identified as such in the transmittal letter. Pueblo personnel will not merge, collate, or assemble proposal materials.

**6. Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**7. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for 90 days after the due date for receipt of proposals or 90 days after receipt of a best and final offer if one is submitted.

**8. Disclosure of Proposal Contents**

Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract.

An offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Pueblo's Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**9. No Obligation**

This procurement in no manner obligates the Pueblo of Tesuque or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

**10. Termination**

This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the Pueblo determines such action to be in the best interest of the Pueblo.

**11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. The Pueblo's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**12. Legal Review**

The Pueblo requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

**13. Governing Law**

This procurement and any agreement with offerors that may result shall be governed by the laws of the Pueblo of Tesuque.

Nothing in this RFP shall be deemed or interpreted to waive the sovereign immunity of the Pueblo of Tesuque or confer jurisdiction upon the State of New Mexico or the United States. The parties agree that the Pueblo of Tesuque Tribal Court shall have exclusive jurisdiction of all disputes arising out of this RFP and that the laws of the Pueblo of Tesuque shall apply.

**14. Basis for Proposal**

Only information supplied by the Pueblo in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

**15. Contract Terms and Conditions**

The contract between the Pueblo and the Contractor will follow the format specified by the Pueblo and contain the terms and conditions set forth in Appendix E.

**16. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Pueblo and the selected offeror and shall not be deemed an opportunity to amend the proposal.

**17. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive proposal.

**18. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Manager approval.

**19. Change in Contractor Representatives**

The Pueblo reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Pueblo, meeting the Pueblo's needs adequately. Any change in contractor representative must receive prior Pueblo approval.

**20. Pueblo Rights**

The Pueblo reserves the right to accept all or a portion of an offeror's proposal.

**21. Right to Publish**

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the Pueblo written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

**22. Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the Pueblo. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

**23. Electronic Mail Address Recommended**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that the offeror should have a valid e-mail address to receive e-mail correspondence.

**24. Preferences in Procurement by the Pueblo of Tesuque**

*a. Native American Owned Company Preference*

If an Offeror submits with its proposal a Native American Owner Company certification (attached as Appendix B), 10% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

**AND/OR**

*b. Local or New Mexico Business Registration Preference*

If an Offeror submits with its proposal a copy of a valid Pueblo of Tesuque or state of New Mexico Business Registration, 5%, of the total weight of all the evaluation of proposals may be awarded or added to the Offerors score.

**25. Double-Sided Documents**

All submitted bids/proposal documents shall be double-sided.

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#### IV. RESPONSE FORMAT AND ORGANIZATION

##### A. NUMBER OF RESPONSES

Offerors shall submit only **one** response to this RFP.

##### B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposal to the location specified in Section II, Paragraph E on or **before** the closing date and time for receipt of proposals. If submitting responses electronically, please submit two (2) separate files: one file for the proposal response and a separate file the Proposed Fee Schedule.

##### C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 12 pt. pitch**, with nominal 1” margins and normal line spacing. Proposals shall be bound with tabs delineating each section.

##### *1. Proposal Organization*

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Response to Pueblo Terms and Conditions
- c) Table of Contents (optional)
- d) Response to Specifications – Evaluation Factors
- e) Copy of insurance certificate
- f) Copy of Debarment/Suspension Certificate

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

***Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.***

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

## 2. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting person or organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix E.

## V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

### A. INFORMATION

Time Frame: The contract is scheduled to begin in May 2023, with the preliminary analysis due forty-five days from the Notice to Proceed and the final deliverable due forty-five days from the submission of the preliminary analysis.

### B. EVALUATION CRITERIA

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

#### 1. Specialized Experience and Technical Competence

- Describe the firm's vision/mission and business philosophy.
- Provide a brief history of the Offeror's firm in the State of New Mexico.
- Provide information about the firm's specific technical experience with providing environmental assessments and related work that demonstrate technical competence to successfully complete this project.
- Indicate the relevance of previous projects to the scope of work described in this RFP, including any specialized expertise.

#### 2. Evidence of Understanding the Scope of Work

- Demonstrate a clear understanding of key project elements and goals as outlined in the scope of work.
- Provide proposed approach to accomplishing the project including specific tasks and a description of level of effort that will be dedicated to each task.
- Describe approach in managing the project expertly and effectively, including specific tasks.
- Describe challenges that might be expected based on type of project, market conditions, historic preservation, environmental conditions, location site and/or other factors.

#### 3. Capacity and Capability

- Provide information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Indicate relationships of the firm's project team's current workload to the projected workload of this project and personnel in the New Mexico Office.
- Indicate key personnel to be assigned to this project, their specific roles, experience and background.

**4. Past Record and Performance**

- Describe contracts and other agreements with government agencies or private industry where Offeror controlled budgets and project schedules based on projects of similar scope.
- Provide a minimum of three (3) projects completed within the last three (3) years where the Offeror provided similar services with name of client(s), point of contact, telephone number and email.
- Describe any difficulties confronted in past projects and how the Offeror addressed and resolved these issues.

**5. Proximity to/or Familiarly with Site Location**

- Demonstrate the firm’s proximity to and familiarity with the Pueblo of Tesuque in which this project will be located.

**6. New Mexico Produced Work**

- It is the Pueblo of Tesuque’s goal to support wholly owned Native American and/or local New Mexico businesses. Indicate the volume of work by percentage to be produced in New Mexico firm(s), using New Mexico based employees.

**7. Volume of Work Previously Done**

- Information on the status of past project awards shall be included in the “Project Listing Form” as a requirement of the RFP provided in Appendix D. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:
  - \$ 25,000 to \$ 35,000..... 10 points deducted
  - \$ 35,001 to \$ 50,000..... 20 points deducted
  - \$ 50,001 to \$100,000..... 30 points deducted
  - \$100,001 to \$150,000..... 40 points deducted
  - \$150,001 and over..... 50 points deducted

**8. Price**

- Submit in a separate sealed envelope with the original proposal submission only, if submitting electronically submit as a separate file. The response shall include a Lump Sum Cost proposal for the services outlined in the Scope of Work.

**THIS SPACE LEFT INTENTIONALLY BLANK**

**VI. EVALUATION**

**A. EVALUATION SCORING**

The Pueblo will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the following points:

1. Specialized Experience and Technical Competence .....	<b>350 points</b>
2. Evidence of Understanding the Scope of Work .....	<b>200 points</b>
3. Capacity and Capability .....	<b>100 points</b>
4. Past Record of Performance .....	<b>100 points</b>
5. Proximity to/or Familiarity with Site Location .....	<b>50 points</b>
6. New Mexico Produced Work .....	<b>50 points</b>
7. Volume of Work Previously Done.....	<b>50 points</b>
8. Price .....	<b>100 points</b>
 <b>TOTAL POINTS.....</b>	 <b>1000 points</b>

**PREFERENCES**

If a proposal is submitted with certifications that the Offeror is a wholly owned Native American and/or local-New Mexico Resident Business, the applicable preference will be applied.

- Proposal contains a Native American Owned Business Certificate      100 points

AND / OR

- Proposal contains a local-New Mexico Resident Business Certificate      50 points

**B. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value.

**The responsible Offerors with the highest scores will be recommended for award.**

If an oral presentation is recommended, the ‘shortlisted’ firms will be provided questions by the Selection Committee for their “Oral Presentations.” Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the Pueblo, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most and highest qualified firms. Points from the “shortlisted” evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**THIS SPACE LEFT INTENTIONALLY BLANK**

**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**  
**ENVIRONMENTAL SERVICES**

**PUEBLO OF TESUQUE BROADBAND DEPLOYMENT PROJECT**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **April 25, 2024**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Pueblo's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Mr. Jeremy Yepa  
Network and Communications Director / Procurement Manager  
Pueblo of Tesuque  
jyepa@pueblooftesuque.org

**APPENDIX B**

**NATIVE AMERICAN OWNED COMPANY CERTIFICATION**



## INDIAN ENTERPRISE QUALIFICATION STATEMENT

The undersigned hereby certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Name of Enterprise or Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

2. Check One:

- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Joint Venture
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Other (List): \_\_\_\_\_

3. Answer the following:

If a Corporation:

a. Date of incorporation: \_\_\_\_\_

b. State of incorporation: \_\_\_\_\_

c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Title	Address	% of Stock Ownership
_____	_____	President	_____	_____
_____	_____	Vice-President	_____	_____
_____	_____	Secretary	_____	_____
_____	_____	Treasurer	_____	_____
_____	_____	President	_____	_____

d. Complete the following information on all stockholders who are not listed in c. above, owning more than 0% of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Address	% of Stock Ownership
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Sole Proprietorship, Partnership or Limited Liability Company:

a. Date of Organization: \_\_\_\_\_

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Address	Ownership %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Joint Venture:

a. Date of Joint Venture Agreement: \_\_\_\_\_

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

Name and SS or Fed-ID No.	I or NI	Address	Ownership %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Give the name, address, and telephone number of the principal spokesperson of your organization or enterprise:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

6. Has any officer or partner of your organization or enterprise listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract?

\_\_\_ Yes or \_\_\_ No [Check one]. If yes, state circumstances:

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

7. Has this enterprise or organization failed in the last ten years to complete any work awarded to it or failed to complete the work on time?

\_\_\_ Yes or \_\_\_ No [Check one]. If yes, state where and why:

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

8. Will any officer, partner or member listed in #4 above be engaged in out-side employment?

\_\_\_ Yes or \_\_\_ No [Check one]. If yes, complete:

<u>Name</u>	<u>Title</u>	<u>Hours outside Enterprise</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Is the enterprise or organization, or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

\_\_\_ Yes or \_\_\_ No [Check one]. If yes, complete:

<u>Name of Person/Business</u>	<u>Date of Action</u>	<u>Type of Action</u>	<u>Department or Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

10. Does this enterprise or organization have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

Yes or  No [Check one]. If yes, complete:

<u>Name &amp; Address of Subsidiary, Affiliate or Concern</u>	<u>Description of Relationship</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. Does this enterprise or organization, or any person listed in #4 above, have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

Yes or  No [Check one]. If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise or organization ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

Yes or  No [Check one].

Has any individual listed in #4 above ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

Yes or  No [Check one]. If yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or organization, or the individuals listed in #4 above, as a sole proprietor, partner, member, manager or officer in their capacities with this enterprise or organization, or other enterprise or organization?

Yes or  No [Check one].

14. Has this enterprise or organization, or any person listed in #4, ever been involved in a bankruptcy or insolvency proceeding?

\_\_\_ Yes or \_\_\_No [Check one]. If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise or organization prior to the start of construction? \$\_\_\_\_\_. Explain the source of these funds:

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Include a copy of the enterprise's or organization's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (choose one)

a. \_\_\_ By contract with the outside professional accounting firm listed below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

b. \_\_\_ Records are to be kept by enterprise or organization personnel. If option b has been chosen, state the qualifications of your personnel to perform this function:

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---

c. \_\_\_ Other (describe): \_\_\_\_\_

---

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17. Trade References (include addresses and phone numbers):

\_\_\_\_\_ (Name) \_\_\_\_\_

\_\_\_\_\_ (Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone Number) \_\_\_\_\_

18. Bank and credit references (including addresses and phone numbers):

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19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bona-fide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

<u>Name</u>	<u>Job Title</u>	<u>I or NI</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Over the past three years, what has been the average number of employees of the organization or enterprise? \_\_\_\_\_

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4 above.
21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, articles of formation or organization, operating agreement, joint venture agreement and/or other pertinent organizational documentation.
22. Explain in an attachment in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise or organization, if not covered in answers to specific questions above. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements. Evidence relating to structure, management, control, and financing should be specifically included.
23. I am a duly authorized officer or agent of \_\_\_\_\_, the bidder submitting the competitive bid attached to this Indian Enterprise Qualification Statement, and I have personal knowledge of the facts set out herein and attest that these facts are true and accurate.

Dated this \_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



**APPENDIX C**  
**SUSPENSION AND DEBARMENT**  
**CERTIFICATION**



This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)**

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

\_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**APPENDIX D**  
**VOLUME OF WORK PREVIOUSLY DONE**  
**FOR THE**  
**PUEBLO OF TESUQUE**

**PROJECT LISTING FORM**

**FIRM:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

<b>PROJECT</b>	<b>AWARD DATE</b>	<b>CONTRACT DATE</b>	<b>AMOUNT</b>	<b>% COMPLETE</b>

**APPENDIX E**

**“SAMPLE” PROFESSIONAL SERVICE AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT  
(Owner – Engineering Consultant)**

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
2024, between the Pueblo of Tesuque, hereinafter called "OWNER", and  
\_\_\_\_\_, hereinafter called "CONSULTANT".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

OWNER hereby engages CONSULTANT to perform the services identified in Exhibit A, for the compensation set forth in same said Exhibit A. Any additional work and corresponding compensation not identified in Exhibit A will be detailed and included in Amendments to this Agreement.

CONSULTANT shall be authorized to commence Services upon execution of this Agreement, unless otherwise specified herein. CONSULTANT and OWNER agree that this signature page, together with the Standard Terms and Conditions, and all Exhibits, Attachments and Amendment referred to herein, constitute the entire Agreement relating to the work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**OWNER:**

PUEBLO OF TESUQUE  
Route 42, Box 360-T  
Santa Fe, New Mexico 87506  
Telephone (505) 955-7745

**CONSULTANT:**

*name in bold capital letters*  
*address 1*  
*address 2*  
*telephone*  
Federal Tax ID Number: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Governor

By: \_\_\_\_\_  
*name and title of firm authority*

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

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

## PROFESSIONAL SERVICES AGREEMENT

### 1. Scope of Agreement

- 1.1 This Agreement supersedes all prior contractor or agreement, either verbal or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement between the parties with reference to said services.
- 1.2 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. It cannot be modified or changed by any verbal promise by whosoever made, nor shall any written modification of it be binding on the OWNER until it has been approved in writing by both the OWNER and the CONSULTANT, and made a part of the Agreement by way of Amendment.

### 2. Right of Entry

- 2.1 The OWNER will provide for right of entry of the CONSULTANT and all his/her equipment, in order to do the work.
- 2.2 While the CONSULTANT will take reasonable precautions to minimize damage to the property, it is understood by the OWNER that in the normal course of work some damage to the surface may occur, the correction of which is not part of this Agreement.

### 3. Invoices

- 3.1 The CONSULTANT's compensation shall be as outlined in Exhibits or Amendment to this Agreement. Invoices may be submitted monthly and will include a final bill upon completion of services. Invoices will show total charges accrued during the billing period.
- 3.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. OWNER agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.
- 3.3 The CONSULTANT is responsible for payment of the New Mexico Gross Receipts Taxes levied on the amounts payable under this Agreement. New Mexico Gross Receipts Taxes will be added to the CONSULTANT's invoices, in addition to the fees quoted or agreed to, and are payable by the OWNER.
- 3.4 If any invoiced amount remains unpaid after sixty (60) days, the CONSULTANT may elect to cease work immediately; CONSULTANT will not be responsible for any loss to OWNER resulting from this stoppage.

### 4. Ownership of Documents

- 4.1 All reports, boring logs, field data, field notes, drawings and specifications, calculations, estimates, laboratory test data, and other documents prepared or furnished by the CONSULTANT, as instrument of service, shall remain the property of the CONSULTANT whether or not the project is completed. OWNER may make and retain copies for information reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on any other project.
- 4.2 Upon OWNER's payment in full for all Work performed under the Contract Documents, CONSULTANT shall grant OWNER a license to use the Work Product in connection with the Project, conditioned on OWNER's express understanding that its reuse of the Work Product without the CONSULTANT's involvement or consent is at OWNER's sole risk and without liability or legal exposure to CONSULTANT or anyone working by or through CONSULTANT.
- 4.3 The OWNER agrees that all documents and other work furnished to the OWNER or his/her agents, which is not paid for, will be returned upon demand and will not be used by the OWNER for any purpose whatsoever.

### 5. Standard of Care

- 5.1 Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

### 6. Allocation of Risk

- 6.1 The OWNER agrees to limit the CONSULTANT's liability to the OWNER, and anyone claiming by, through or under the OWNER, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of CONSULTANT's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery such that the total aggregate liability shall not exceed \$25,000 or the total of CONSULTANT's fees, whichever is greater. This limitation shall not apply to the extent that damage is paid under CONSULTANT's commercial general liability policy. In any case the time period for any damage claims will not exceed five (5) years after the date of the final invoice.

### 7. Sole Remedy

- 7.1 Notwithstanding anything to the contrary contained herein, OWNER agrees that its sole and exclusive claim, demand, suit, judgement or remedy against the CONSULTANT shall be asserted against the CONSULTANT's corporate entity and not against its shareholders, directors, officers or employees unless shareholder, directors, officers or employees act outside the scope of their employment or role with the corporate entity.

**8. Insurance**

- 8.1 The CONSULTANT represents and warrants that it and its agents, staff and sub-consultants employed by it is and are protected by worker's compensation insurance and that the CONSULTANT has such coverage under public liability and property damage insurance policies which the CONSULTANT deems to be adequate.
- 8.2 Certificates for all such policies of insurance shall be provided to OWNER upon request in writing. Within the limits and conditions of such insurance, the CONSULTANT agrees to indemnify and save OWNER harmless from and against any loss, damage, or liability arising from any negligent acts by the CONSULTANT, its agents, staff, and sub-consultants employed by it, to the proportionate extent caused by such negligence. The CONSULTANT shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
- 8.3 The CONSULTANT shall not be responsible for any loss, damage or liability arising from any acts by OWNER, its agents, staff, and other consultants employed by it.

**9. Indemnification**

- 9.1 It is expressly understood and agreed between CONSULTANT and OWNER, that CONSULTANT shall indemnify the OWNER for all losses, damages, claims, actions, or demands resulting from the CONSULTANT's negligent actions or inactions as a result of this Agreement to the proportionate extent that such damages are caused by CONSULTANT's negligence or willful misconduct. Similarly, OWNER shall indemnify the CONSULTANT for all losses, damages, claims, actions, or demands to the extent caused by OWNER's willful misconduct or negligent acts, errors or omissions as a result of this Agreement.

**10. Termination**

- 10.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CONSULTANT shall be paid for services performed up to the termination notice date.

**11. Confidentiality of Information**

- 11.1 Except as required by law or this Agreement, or requested by the OWNER, the CONSULTANT will communicate with and submit work products only to the OWNER and parties specifically designated by the OWNER. The OWNER is responsible for all regulatory agency submittals and public health officials' notifications.
- 11.2 Information required by law to be released to public health officials or regulatory agencies will be provided only with the OWNER's knowledge.

**12. Severability**

- 12.1 OWNER and CONSULTANT have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 12.2 However, OWNER and CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**13. Changed Conditions**

- 13.1 The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope of services should be redefined.
- 13.2 CONSULTANT will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in Project assumptions, the parties shall promptly and in good faith enter into renegotiation of this Agreement to help permit CONSULTANT to continue to meet OWNER's needs. If renegotiated terms cannot be agreed to, OWNER agrees that CONSULTANT has an absolute right to terminate this Agreement. No payment for services beyond those describe in the original scope will be authorized without a written amendment to this Agreement.

**14. Consequential Damages**

- 14.1 OWNER shall not be liable to CONSULTANT and CONSULTANT shall not be liable to OWNER for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the OWNER or CONSULTANT, their employees, agents or sub-contractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**15. Defects in Service**

- 15.1 OWNER and OWNER's personnel, contractors and sub-contractors shall promptly report to CONSULTANT any defects or suspected defects in CONSULTANT's work, in order that CONSULTANT may take prompt, effective measures which in CONSULTANT's opinion will minimize the consequences of a defect in service.
- 15.2 Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, OWNER and CONSULTANT shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonable possible.
- 15.3 Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

**16. Information Provided by Others**

- 16.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes that it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.
- 16.2 Accordingly, OWNER waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by OWNER.

**17. Public Responsibility**

- 17.1 OWNER and CONSULTANT each recognize that each owes a duty of care to the public that requires him/her to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety.
- 17.2 If OWNER for any reason decides to disregard CONSULTANT's recommendations in these respects, CONSULTANT shall employ his/her best judgment in deciding whether or not he/she shall notify public officials. OWNER agrees that such decisions are CONSULTANT's to make, in light of CONSULTANT's public responsibilities as CONSULTANT perceives them and, in any event, CONSULTANT should not be held liable in any respect, and OWNER waives any claim against CONSULTANT, for failing to report conditions which were OWNER's responsibility to report.

**18. Jobsite Safety**

- 18.1 Where construction work is being done on the site, CONSULTANT is responsible solely for his/her own and his/her employees' activities on the jobsite, but this shall not be construed to relieve OWNER or any construction contractors from their responsibility for maintaining a safe jobsite.
- 18.2 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or his/her employees and sub-contractors, shall be construed to imply CONSULTANT has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.
- 18.3 OWNER agrees that the Contractor(s) is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's Agreement with the General Contractor or other contractors and sub-contractors. OWNER also warrants that CONSULTANT shall be made and additional insured under the Contractor's general liability insurance policy.



**19. Construction Monitoring**

- 19.1 OWNER recognizes that unanticipated or changed conditions may be encountered during construction. When OWNER agrees to retain CONSULTANT to monitor construction, CONSULTANT agrees to assign to the monitoring function persons qualified to observe and report on the quality of work performed by contractors, et al.
- 19.2 OWNER recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by CONSULTANT is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al, shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should OWNER for any reason not retain CONSULTANT to monitor construction, or should OWNER unduly restrict CONSULTANT assignment of personnel to monitor construction, or should CONSULTANT for any reason not perform construction monitoring during the full period of construction, CONSULTANT shall not have the ability to perform a complete service.
- 19.3 Should the CONSULTANT be prevented from performing a complete service, OWNER waives any claim against CONSULTANT, and agrees to indemnify, defend and hold CONSULTANT harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by CONSULTANT.

**20. Assignment**

- 20.1 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**21. Notices**

- 21.1 Any notice required under this Agreement will be in writing and sent to the appropriate party at the address designated in this Agreement, and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed. All notices shall be effective upon the date of receipt.

**22. Dispute Resolution**

- 22.1 If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through negotiation or mediation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**23. Limited Waiver of Sovereign Immunity**

- 23.1 The parties acknowledge that the Pueblo is a federally recognized Indian Tribe, and as such possesses sovereign immunity from suit. Nothing in this Agreement is or shall be deemed to be a waiver of the Pueblo's sovereign immunity from suit, which immunity is expressly asserted. Notwithstanding the foregoing, the Pueblo agrees to waive its sovereign immunity for the limited and sole purpose of permitting CONSULTANT to enforce its contractual rights under this Agreement subject to the following limitations:
  - 23.1.1 This waiver runs solely to the benefit of the CONSULTANT;
  - 23.1.2 This waiver extends only to contractual claims arising directly under this Agreement;
  - 23.1.3 This waiver is limited to the claims arising from the acts or omissions of the Pueblo;
  - 23.1.4 This waiver is limited to the contractual amount in controversy, and under no circumstances includes consequential or punitive damages, arbitration costs, and attorney fees; and
  - 23.1.5 This waiver is limited to submittal of disputes to arbitration and enforcement of the same in the Pueblo of Tesuque Tribal Court.

**APPENDIX F**

**DEPARTMENT OF COMMERCE  
NATIONAL TELECOMMUNICATIONS AND  
INFORMATION ADMINISTRATION**

**RIN 0660–XC056**

**NATIONAL ENVIRONMENTAL POLICY ACT  
PROCEDURES AND CATEGORICAL  
EXCLUSIONS**

**FOR FURTHER INFORMATION CONTACT:**

Michael Lameier, NOAA USCRTF Steering Committee Point of Contact, NOAA Coral Reef Conservation Program, (410) 267-5673, [michael.lameier@noaa.gov](mailto:michael.lameier@noaa.gov), or Liza Johnson, DOI USCRTF Steering Committee Executive Secretary, U.S. Department of Interior, (202) 255-9843, [Liza\\_M\\_Johnson@ios.doi.gov](mailto:Liza_M_Johnson@ios.doi.gov), or visit the USCRTF website at <http://www.coralreef.gov>.

**SUPPLEMENTARY INFORMATION:** The meeting provides a forum for coordinated planning and action among Federal agencies, State and territorial governments, and non-governmental partners. Registration is requested to participate in the meeting. This meeting has time allotted for public oral comment from 12:30 p.m. to 1 p.m. ET. A written summary of the meeting will be posted on the USCRTF website within two months of occurrence. For more information about the meeting, registering for the meeting, and submitting public comments, visit <http://www.coralreef.gov>. During the oral comment period, commenters are encouraged to address the meeting, the role of the USCRTF, or general coral reef conservation issues.

*Authority:* Pub. L. 117-263, 136 Stat 2396; E.O. 13089, 63 FR 32701.

**Nicole R. LeBoeuf,**

*Assistant Administrator for Ocean Services and Coastal Zone Management, National Ocean Service, National Oceanic and Atmospheric Administration.*

[FR Doc. 2023-06617 Filed 3-29-23; 8:45 am]

**BILLING CODE 3510-08-P**

**DEPARTMENT OF COMMERCE**

**National Telecommunications and Information Administration**

[Docket Number: 230306-0064]

RIN 0660-XC056

**National Environmental Policy Act Procedures and Categorical Exclusions**

**AGENCY:** National Telecommunications and Information Administration, Department of Commerce.

**ACTION:** Notice of availability; request for comments.

**SUMMARY:** The National Telecommunications and Information Administration (“NTIA”) proposes to follow First Responder Network Authority’s (“FirstNet Authority”) National Environmental Policy Act (“NEPA”) procedures on an interim basis with modifications to account for

NTIA’s internal organization and establish 33 categorical exclusions (“CEs”) in compliance with NEPA, the Council on Environmental Quality (“CEQ”) regulations, and other related authorities. NTIA’s proposed CEs cover administrative, real property and facility, and operational actions that individually or cumulatively do not have a significant effect on the human environment. This process is intended to further NTIA’s compliance with the Infrastructure Investment and Jobs Act (“IIJA”) and increase NTIA’s efficiency in environmental analysis and decision making while fully meeting NEPA’s requirements.

**DATES:** Submit comments on or before May 1, 2023.

**ADDRESSES:** You may submit comments, identified by [docket number and/or RIN number], by any of the following methods:

*Federal Rulemaking Website:* Go to <https://www.regulations.gov> and search for Docket ID NTIA-2023-0004.

*Email comments to:* [NEPAComments@ntia.gov](mailto:NEPAComments@ntia.gov).

*Mail comments to:* National Telecommunications and Information Administration, U.S. Department of Commerce, 1401 Constitution Avenue NW, Room 4878, Attn: Amanda Pereira, Environmental Program Officer, Washington, DC 20230. Comments submitted by mail may be in hard copy (paper) or electronic (e.g., CD-ROM, disk, or thumb drive).

**FOR FURTHER INFORMATION CONTACT:**

Amanda Pereira, Environmental Program Officer, at the address listed in

the **ADDRESSES** section of this notice by electronic or regular mail as listed

above, or by telephone 202-834-4016.

**SUPPLEMENTARY INFORMATION:**

**I. Background**

NTIA is the Executive Branch agency that is principally responsible for advising the President on telecommunications and information policy issues. NTIA’s programs and policymaking focus largely on expanding broadband internet access and adoption in the United States, expanding the use of spectrum by all users, and ensuring that the internet remains an engine for continued innovation and economic growth. NTIA is engaged in a range of efforts to increase internet access and adoption.

*NTIA’s Role in Implementing the Broadband Provisions of the 2021 Infrastructure Investment and Jobs Act*

On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (“IIJA”) into

law.<sup>1</sup> Passage of the IIJA is a significant step forward in achieving the Biden-Harris Administration’s goal of providing broadband access to the entire United States. The IIJA sets forth a \$65 billion investment into broadband; \$48.2 billion of that investment will be administered by NTIA. This investment will leverage NTIA’s experience in promoting broadband infrastructure development and digital inclusion efforts.

The IIJA directs NTIA to establish five new broadband programs and provides additional funding for the previously established Tribal Broadband Connectivity Program (“TBCP”). The largest of these programs is the Broadband Equity, Access, and Deployment (“BEAD”) Program, which Congress mandated NTIA establish in no more than 180 days after the IIJA was enacted.<sup>2</sup> The BEAD Program will provide \$42.45 billion, to be distributed among states, territories, DC, and Puerto Rico, for projects that support broadband infrastructure deployment and adoption. The IIJA requires that NTIA obligate all funds appropriated for the BEAD program in an expedient manner.<sup>3</sup> One billion dollars will also be appropriated to NTIA for the creation of the Enabling Middle Mile Broadband Infrastructure Program. The purpose of this grant program is to expand and extend middle mile infrastructure to reduce the cost of connecting unserved and underserved areas to the internet backbone. An additional \$2.75 billion will be distributed through the Digital Equity Act Programs to promote digital inclusion and equity to ensure that all

individuals and communities have the opportunity to acquire the same skills,

technology, and capacity needed to engage in the Nation’s digital economy. These programs include the State Digital Equity Planning Grant Program, a \$60 million formula grant program for states and territories to develop digital equity plans; the State Digital Equity Capacity Grant Program, a \$1.44 billion formula grant program for states and territories to implement digital equity projects and support the implementation of digital equity plans; and the Digital Equity Competitive Grant Program, a \$1.25 billion discretionary grant program for specific types of political subdivisions to implement digital equity projects.

Additionally, the IIJA provides \$2 billion to NTIA’s existing TBCP. The TBCP directs funding to Tribal governments to be used for broadband

<sup>1</sup> Infrastructure Investment and Jobs Act, Public Law 117-58 (2021).

<sup>2</sup> *Id.* at 60102(b).

<sup>3</sup> *Id.* at 60102(b)(3).

deployment on Tribal lands, as well as for telehealth, distance learning, broadband affordability, and digital inclusion.

To facilitate NTIA's compliance with the IJA and because of the critical need to expand and secure broadband access across the United States, NTIA must find opportunities to accelerate provision of its appropriated funding while ensuring it complies with all relevant authorities, including NEPA.

#### *National Environmental Policy Act*

NEPA requires Federal agencies to undertake an assessment of and consider in their decision making the environmental effects of their proposed actions and involve the public prior to making a final decision and implementing the action. NEPA applies to any Federal project, decision, or action, including grants, that may significantly affect the quality of the human environment.<sup>4</sup> NEPA also established the Council on Environmental Quality ("CEQ"), which issued regulations implementing the procedural provisions of NEPA (40 CFR parts 1500–1508). The CEQ regulations require Federal agencies to adopt, as necessary, their own implementing procedures to supplement CEQ's regulations, and to establish and use Categorical Exclusions ("CEs") to define categories of actions that normally do not individually or cumulatively have a significant effect on the human environment.<sup>5</sup> These particular actions, therefore, normally do not require further NEPA review in the form of either an environmental assessment ("EA") or an environmental impact statement ("EIS").

A CE does not exempt an action from NEPA review; rather, it is one form of environmental review under NEPA. An agency may apply a CE to a proposed action after the agency has carefully reviewed and determined that the action fits within the category of actions encompassed by the CE. In making this determination, the decision maker must also consider whether extraordinary circumstances apply, which can indicate that a normally excluded action might have a significant environmental effect. Thus, a CE does not eliminate environmental review of a proposed action but reduces paperwork and delay and allows an agency to efficiently focus its resources on proposed actions with

the potential for significant environmental effects.

Presently, CEQ is undertaking a multiphase rulemaking process to review and revise the NEPA implementing regulations.<sup>6</sup> CEQ has provided agencies additional time to propose updates to their NEPA procedures to be consistent with the CEQ regulations.<sup>7</sup> Therefore, NTIA is proposing to establish new CEs and otherwise follow the existing implementing procedures of the FirstNet Authority, an independent authority within NTIA, in the interim while CEQ completes its rulemaking processes. Following the FirstNet Authority's procedures will facilitate the IJA's large-scale investment in NTIA programs and the need for NTIA to fulfill the mandates of the IJA in a timely manner, by ensuring NTIA make the most efficient use of time and available funding and resources to fulfill its environmental analysis and decision-making responsibilities.

Following CEQ's revisions to the NEPA regulations, NTIA intends to propose comprehensive NEPA procedures. In the interim, in this notice, NTIA proposes two additions to the FirstNet Authority procedures. First, it explains how NTIA would interpret provisions specific to the FirstNet Authority in the NTIA context. Second, NTIA proposes to establish CEs specific to NTIA's action; NTIA would not apply the FirstNet Authority CEs.

#### *NTIA's Relationship to the FirstNet Authority*

The FirstNet Authority is an independent authority within NTIA.<sup>8</sup> The FirstNet Authority's statutory mission is to take all actions necessary to ensure the establishment and operation of a nationwide public safety broadband network. On April 29, 2014, the FirstNet Authority finalized its NEPA implementing procedures.<sup>9</sup> These procedures provide the framework for the FirstNet Authority's establishment of a NEPA compliance program and application of the appropriate level of NEPA review for major Federal actions related to the deployment of a nationwide public safety broadband network. More specifically, FirstNet Authority's NEPA implementing procedures supplement CEQ regulations and provide guidance to FirstNet Authority employees and potential applicants regarding procedural

requirements for the application of NEPA. In 2018, the FirstNet Authority modified its NEPA implementing procedures, CEs, and related extraordinary circumstances to ensure that they aligned with the FirstNet Authority's statutory mission, activities, and experience, and better assisted the FirstNet Authority in complying with NEPA and the Federal Communications Commission's regulations. The FirstNet Authority published its final, revised procedures on February 1, 2018.<sup>10</sup> FirstNet Authority's NEPA implementing procedures are available at: <https://firstnet.gov/newsroom/resources/federal-register-notices/notice-revised-national-environmental-policy-act>.

#### *Relevance of FirstNet Authority Implementing Procedures to NTIA Actions*

As a newly created entity, the FirstNet Authority did not have any existing CEs, yet it was responsible for, at a minimum, ensuring nationwide standards for the use of and access to the network; issuing open, transparent, and competitive requests for proposals ("RFPs") to build, operate, and maintain the network; encouraging these RFPs to leverage, to the maximum extent economically desirable, existing commercial wireless infrastructure to speed deployment of the network; and overseeing contracts with non-Federal entities to build, operate, and maintain the network.

The FirstNet Authority, similar to NTIA's grant programs, is mandated to plan and construct telecommunication and broadband infrastructure across the United States and its territories. The specific activities anticipated to be funded by NTIA are comparable to the FirstNet Authority project implementation activities. The origins of FirstNet's CEs and implementing procedures are based upon NTIA's prior broadband projects. Therefore, by utilizing this experience and existing CEs and implementing procedures NTIA is building what has come before at both NTIA and FirstNet.

Much of NTIA's environmental activities over the last three decades have been through the administration of broadband grants through the Public Safety Interoperable Communications ("PSIC"), Broadband Technology Opportunities Program ("BTOP"), and current grant programs. Due to the similarity in project activities and

<sup>4</sup> See 42 U.S.C. 4332(2)(C).

<sup>5</sup> 40 CFR 1508.1(d), 1507.3; CEQ, Final Guidance

<sup>6</sup> 86 FR 55759 (Oct. 7, 2021).

<sup>7</sup> 86 FR 34154 (June 29, 2021).

<sup>8</sup> 47 U.S.C. 1401.

<sup>9</sup> FirstNet, National Environmental Policy Act Implementing Procedures and Categorical Exclusions, 79 FR 23945 (Apr. 29, 2014).

<sup>10</sup> FirstNet, First Responder Network Authority; Revised National Environmental Policy Act Procedures and Categorical Exclusions, 83 FR 4632 (February 1, 2018).

scope, the FirstNet Authority established its CEs based primarily on the then existing CEs that were approved and applied by NTIA in the implementation of the BTOP. Each BTOP CE was reviewed and deliberated in concept, coverage, applicability, and wording and supported by an administrative record for each of the CEs to ensure they fulfilled the goal of balancing increased administrative efficiency in NEPA compliance with avoidance of misinterpretations and misapplications of exclusionary language that could lead to non-compliance with NEPA requirements. The FirstNet Authority determined, and CEQ concurred, that all of the BTOP CEs met both objectives. The BTOP CEs were comparable to the FirstNet Authority's actions because they (1) related to planning, deployment, and construction of broadband infrastructure; (2) utilized the same methods and equipment of installing broadband infrastructure; (3) were not restricted to an environmental setting or geographic region of the country; and (4) were subject to review for extraordinary circumstances.

Most importantly, the specific activities anticipated to be funded by NTIA are comparable to the FirstNet Authority project implementation activities as they will primarily include the installation of fiber optic cables, cell towers, antenna collocations, buildings, and power units. The FirstNet Authority is also required to leverage, to the maximum extent economically desirable, existing commercial infrastructure in its deployment and operation of its network. The geographic scope of the FirstNet network, like NTIA's grant programs, encompasses all U.S. states and territories. Thus, the actions funded by NTIA's grant programs will likely occur in a wide range of environmental settings, like FirstNet Authority actions, and will be consistent with the environmental review process for analyzing proposed actions and making NEPA determinations based on the specific location and type of proposed project activities, of which the CEs would be an integral part. Accordingly, because the characteristics of the actions in deploying and operating a nationwide network are comparable in intensity, scope, and geography to NTIA's programs, and based on the outcomes of

the FirstNet Authority applying these procedures to its network, NTIA has determined that the FirstNet Authority's NEPA implementing procedures including their CEs are relevant to NTIA

actions and have been helpful to NTIA

as it develops its own implementing procedures and CEs.

#### *Use of FirstNet Authority's Implementing Procedures*

As discussed elsewhere, the missions, geographic scopes, environmental settings, characteristics and technologies of proposed projects, and, more importantly, outcomes for the application of the FirstNet Authority implementing procedures are expected to be similar when used for the NTIA's expected programmatic activities and grant programs. Ultimately, the proposed adoption of these procedures is designed to assist decision makers within the bureau that fund, assist, plan, and construct telecommunication and broadband infrastructure across the United States and its territories.

The FirstNet Authority procedures incorporate CEQ's NEPA implementing regulations at 40 CFR part 1500-1508 as well as guidance on various environmental resource areas issued by CEQ. With the exception of its *Roles and Responsibilities* section, which will be covered through internal NTIA-specific guidance, NTIA expects to implement the existing procedures consistent with how they are written and currently executed by the FirstNet Authority. Since the FirstNet Authority drafted these procedures for consistency with and to minimize repetition of CEQ regulations, the procedures would endure changes to the CEQ regulations and function alongside any internal NTIA-specific guidance. For instance, terminology used throughout the procedures are consistent with that found in CEQ regulations (40 CFR 1508.1), general discussion of environmental review and document development processes are consistent with 40 CFR 1501-1502 and guidance,<sup>11</sup> public involvement procedures are consistent with 40 CFR 1503 and guidance, and the list of authorities is consistent with those followed by NTIA. Lastly, since part of this process was to develop NTIA-specific categorical exclusions to be used for its programs, NTIA does not expect to use or adopt the categorical exclusions developed by the FirstNet Authority and presented in the procedures. NTIA feels that those being proposed herein are specific enough and would be more than adequate to execute NTIA's mission and NEPA activities. While FirstNet's CEs are relevant and were helpful in this

<sup>11</sup> Forty Most Asked Questions Concerning CEQ's National Environmental Policy Act Regulations (CEQ, 1986); Guidance Regarding NEPA Regulations (CEQ, 1983); and Establishing, Applying, and Revising Categorical Exclusions

under NEPA (CEQ, 2010).

development, NTIA determined to implement its own specific CEs to more specifically address its own needs and programs.

#### *Development of Categorical Exclusions*

NTIA has developed these proposed CEs consistent with the CEQ Regulations at 40 CFR 1501.4 and 1507.3, as well as CEQ's 2010 guidance memorandum on establishing, applying, and revising CEs. In accordance with CEQ's 2010 memorandum, NTIA reviewed and analyzed past actions, including their supporting NEPA documentation, to develop initial proposals of potential CEs. NTIA also identified CEs of numerous other Federal agencies that are sufficiently descriptive to demonstrate to NTIA that the activities that fall within these CEs are similar in nature, scope, and impact on the human environment to those performed by NTIA. Thus, NTIA proposes to substantiate its CEs by relying on previously implemented actions and benchmarking other agencies' CEs, both of which are methods recommended by CEQ to substantiate new or revised CEs.<sup>12</sup> Benchmarking means that NTIA is substantiating its proposed CE based on other agencies' experience with a comparable CE and the administrative record developed by other agencies when they established those comparable CEs. To ensure the CEs that NTIA proposes to benchmark properly support NTIA's proposed CEs, NTIA analyzed the actions encompassed by the other agencies' CEs by considering the characteristics of the actions, methods of implementing the actions, frequency of the actions, applicable standard operating procedures or implementing guidance, and timing and context. NTIA used this information to determine that the actions analyzed by these agencies are sufficiently similar to those covered by the proposed CE to support NTIA's conclusion that the actions covered by NTIA's proposed CEs will not result in individually or cumulatively significant impacts on the human environment under normal circumstances. NTIA also relied on its own experience with previously implemented actions (*e.g.*, EAs that resulted in findings of no significant impact) to determine that the analyses of those actions and the resulting absence of environmental effects of

those actions support the proposed CE. NTIA is establishing these CEs as a means to reduce delay and fulfill its mandates under the IJIA, consistent

<sup>12</sup> 75 FR 75628.

with NEPA, the CEQ Regulations, and other related authorities.

When applying CEs, NTIA will do so consistently with CEQ's 2010 memorandum. When determining whether to use a CE for a proposed action, NTIA will carefully review the description of the proposed action to ensure that it fits within the category of actions described in the CE. Next, NTIA will consider the specific circumstances associated with the proposed action, to rule out any extraordinary circumstances that might give rise to significant environmental effects requiring further analysis and documentation in an EA or an EIS. The consideration of extraordinary circumstances may include professional judgement for administrative or non-technical proposals or those that do not include ground disturbance to environmental due diligence reports and consultations or other environmental documentation for proposals that are more involved or include ground disturbance. In other words, when evaluating whether to apply a CE to a proposed action, NTIA will consider the specific circumstances associated with the proposed action and will not end its review based solely on the determination that the proposed action fits within the description of the CE; rather, NTIA will also consider whether there are extraordinary circumstances that would warrant further NEPA review. Generally, NTIA would use a Memorandum for Record to document project-level CE decisions and a Memorandum to File to document programmatic CE decisions; furthermore, NTIA would use discretion when determining whether to document those CEs with the lowest potential for environmental impact and extraordinary circumstances, such as Proposed Categorical Exclusion A-1.

NTIA's proposed CEs are organized into three series, based on the types of activities encompassed by each group. Series A encompasses proposed CEs that pertain to administrative actions. Series B encompasses proposed CEs related to real property or facility actions. Series C sets forth proposed CEs that pertain to operational actions. NTIA has developed an administrative record supporting the establishment of these CEs, which provides a description of and analysis for each proposed CE. NTIA invites comments on the CEs and analysis contained in the administrative record, which is available at:

*Publications | National Telecommunications and Information Administration (ntia.gov).*

## II. Regulatory Notices

### *Paperwork Reduction Act*

This notice does not contain collection-of-information requirements subject to the Paperwork Reduction Act ("PRA") of 1995 (44 U.S.C. 3501). Notwithstanding any other provisions of law, no person is required to, nor shall a person be subject to penalty for failure to comply with, a collection of information subject to the requirements of PRA unless that collection of information displays a currently valid Office of Management and Budget ("OMB") control number.

### *Environmental Impact*

Implementing FirstNet Authority's existing NEPA implementing procedures and these CEs are intended to supplement CEQ regulations. CEQ does not direct agencies to prepare a NEPA analysis or document before establishing agency procedures that supplement the CEQ regulations for implementing NEPA. Agency NEPA procedures are procedural guidance to assist agencies in the fulfillment of their responsibilities under NEPA. The requirements for establishing NEPA procedures are set forth at 40 CFR 1507.3.

## III. Proposed Categorical Exclusions and Extraordinary Circumstances

### *Categorical Exclusions*

#### Administrative Actions

A-1 Personnel, fiscal, management, and administrative activities, including recruiting, processing, paying, recordkeeping, budgeting, personnel actions, contract administration, and travel.

A-2 Preparation, modification, and issuance of policy directives, rules, regulations, procedures, guidelines, guidance documents, bulletins, and informational publications that are of an administrative, financial, legal, technical, or procedural nature, for which the environmental effects are too broad, speculative, or conjectural to lend themselves to meaningful analysis and will be, in whole or part, subject later to the NEPA process, either collectively or on a case-by-case basis.

A-3 Studies and engineering undertaken to define proposed actions or alternatives sufficiently so that environmental effects can be assessed.

A-4 Planning, educational, informational, or advisory activities provided to other agencies, public and private entities, visitors, individuals, or the public, including training exercises and simulations conducted under appropriately controlled conditions and

in accordance with all applicable laws, regulations, and requirements.

A-5 Software development, data analysis, or testing that does not involve ground disturbing activities.

A-6 Preparation and dissemination of scientific results, studies, surveys, audits, reports, plans, papers, recommendations, and technical advice.

A-7 Technical assistance to other Federal, Tribal, State, and local agencies or the public.

A-8 Routine procurement, use, storage, transportation, and disposal of non-hazardous goods and services in support of administrative, operational, or maintenance activities in accordance with Executive Orders and Federal procurement guidelines. Examples include office supplies and furniture; equipment; mobile assets (*i.e.*, vehicles, vessels, aircraft); utility services; and deployable emergency response supplies and equipment.

A-9 Purchase of deployable mobile and portable telecommunications equipment (*e.g.*, radios, Cell on Wheels, Cell on Light Truck, System on Wheels) that will be housed in existing facilities when not deployed.

A-10 Routine use of hazardous materials (including procurement, transportation, distribution, and storage of such materials) and reuse, recycling, and disposal of solid, medical, radiological, or hazardous waste in a manner that is consistent with all applicable laws, regulations, and requirements. Examples include use of chemicals for laboratory applications; refueling of storage tanks; temporary storage and disposal of solid waste; disposal of waste through manufacturer return and recycling programs; and hazardous waste minimization activities, including source reduction activities and recycling.

A-11 Reductions, realignments, or relocation of personnel, equipment, or mobile assets that do not result in changing the use of NTIA facilities or space in such a way that could cause a change to existing environmental effects or exceed the infrastructure capacity outside of NTIA-managed property. An example of exceeding the infrastructure capacity would be an increase in vehicular traffic beyond the capacity of the supporting road network to accommodate such an increase.

A-12 Federal assistance, grants, and external funding for activities that do not concern environmental matters or where the environmental effects are negligible. Examples of relevant activities could include, but are not limited to, planning, studies, or programs such as the Digital TV transition, which provided rebates to

consumers to subsidize the purchase of digital antennas, that have no potential to impact the environment. If an analysis determined that such activities had the potential to impact the environment, the CE could not be applied.

A-13 Contracts, collaborative research agreements, cooperative research and development agreements, interagency agreements, and other agreements that do not concern environmental matters or where the environmental effects are negligible.

#### Real Property/Facility Actions B-

1 Maintenance of facilities, equipment, and grounds. Examples include interior utility work, road maintenance, window washing, lawn mowing, landscaping, weed management/maintenance, trash collecting, facility cleaning, and snow removal.

B-2 Internal modifications, renovations, or additions (*e.g.*, computer facilities, relocating interior walls) to structures or buildings that do not result in a change in the functional use of the property.

B-3 Exterior renovation, addition, repair, alteration, and demolition projects affecting buildings, roads, grounds, equipment, and other facilities, including subsequent disposal of debris, which may be contaminated with hazardous materials, lead, or asbestos. Hazardous materials must be disposed of at approved sites in accordance with all applicable laws, regulations, and requirements. Examples include the following:

- (i) Painting, roofing, siding, or alterations to an existing building;
- (ii) Adding a small storage shed to an existing building;
- (iii) Retrofitting for energy conservation, including weatherization, installation of timers on hot water heaters, installation of energy efficient lighting, and installation of low-flow plumbing fixtures; or
- (iv) Closing and demolishing a building not eligible for listing under the National Register for Historic Places.

B-4 Abatement of hazardous materials from existing facilities, including asbestos and lead based paint, conducted in compliance with all applicable laws, regulations, and requirements established for the protection of human health and the environment. Examples include containment, removal, and disposal of lead-based paint or asbestos tiles and asbestos-containing materials from existing facilities, remediation of hazardous materials in accordance with all applicable laws, regulations, and

requirements as part of facility and space management activities.

B-5 Acquisition, installation, operation, and removal of communications systems (including fiber optic cable), data processing equipment, and similar electronic equipment in or from existing facilities. Examples include purchasing, installing, decommissioning, and removing routers, repeaters, switches, cable, computers equipment, office equipment, and other related equipment in existing facilities.

B-6 Proposed new activities and operations conducted in an existing structure that would be consistent with previously established safety levels and would not result in a change in use of the facility. Examples include new types of research, development, testing, and evaluation activities, and laboratory operations conducted within existing enclosed facilities designed to support research and development activities.

B-7 Acquisition or use of space within existing facilities or portion thereof by purchase, lease, or use agreement where use or operation will remain unchanged. Examples include acquiring office space through lease, purchase, or use agreement, and acquisition of laboratory space through lease, purchase, or use agreement.

B-8 Transfer of administrative control over real property, including related personal property, between another Federal agency and NTIA that does not result in a change in the functional use of the property. Examples include transfer of facilities for use by NTIA, transfers of computer equipment, office equipment, and personal property, including laptops and cell phones.

B-9 Decisions and actions to close facilities, decommission equipment, or temporarily discontinue use of facilities or equipment, where the facility or equipment, including office equipment, telecommunications equipment, and computer equipment, is not used to prevent or control environmental impacts.

B-10 The determination and disposal of real property, such as excess office space, or personal property, including laptops and cell phones, that is excess to the needs of NTIA, when the real property or personal property is excessed in conformity with applicable General Services Administration procedures or is statutorily authorized to be excessed.

#### Operational Actions

C-1 Research activities conducted in laboratories and facilities where research practices and safeguards

prevent environmental impacts. Examples include types of research, development, testing, and evaluation activities, and laboratory operations conducted within existing enclosed facilities designed to support research and development activities.

C-2 Outdoor research activities conducted in compliance with all applicable laws, regulations, and requirements. Examples include types of research, development, testing, and evaluation activities conducted outdoors where no new ground disturbance occurs and no sensitive resources (*e.g.*, threatened or endangered species, archaeological sites, Tribal resources, wetlands, and waterbodies) are present, such as radar testing, radio noise measurements, and public safety communications research.

C-3 Periodic flight activities for training and research and development, that are routine and comply with all applicable laws, Federal Aviation Administration regulations, and other requirements.

C-4 New construction or improvement of operations or support facilities, switching stations, maintenance facilities, and other non-tower structures on previously disturbed ground, with no more than 1 acre (0.4 hectare) of ground disturbance, where the proposed facility use is generally compatible with the surrounding land use and applicable zoning standards, and will not require additional support infrastructure.

C-5 Installing, operating, maintaining, retrofitting, upgrading, repairing, removing, and/or replacement of existing microwave or radio communication towers, instruments, structures, or buildings that do not require ground disturbance outside of the original footprint, including installing or collocating equipment such as antennas, microwave dishes, or power units. For communication towers at or below 199 feet, renovations and equipment additions must not cause the total height of the tower to exceed 199 feet. Existing structures must not be eligible for listing under the National Register of Historic Places.

C-6 New construction or improvement of temporary buildings or experimental equipment (*e.g.*, trailers, prefabricated buildings, and test slabs) on previously disturbed ground, with no more than 1 acre (0.4 hectare) of ground disturbance, where the proposed facility use is generally compatible with the surrounding land use and applicable zoning standards and will not require additional support infrastructure.

C-7 New construction of self-supporting (*e.g.*, monopole or lattice)

wireless communication towers at or below 199 feet with no guy wires that require less than 1 acre (0.4 hectare) of ground disturbance, and where another Federal agency would not require an EA or EIS for its acquisition, installation, operations, or maintenance.

C-8 Changes to existing transmission lines or aerial fiber optic cable that involve less than 20 percent pole replacement, only where either the same or substantially equivalent support structures at the approximate existing support structure locations are used. Changes to existing transmission lines that require 20 percent or greater pole replacement will be considered the same as new construction.

C-9 Acquisition, installation, reconstruction, repair by replacement, and operation of utility (e.g., water, sewer, electrical), communication (e.g., fiber optic cable, data processing cable and similar electronic equipment), and security systems that use existing rights-of-way, easements, grants of license, distribution systems, facilities, or similar arrangements.

#### *Extraordinary Circumstances*

Extraordinary Circumstances that may preclude the use of a CE include:

1. Reasonable likelihood that the proposed action occurs within an environmentally sensitive or unique<sup>13</sup> geographic area of notable recreational, ecological, scientific, cultural, scenic, or aesthetic importance.

2. Reasonable likelihood that the proposed action impacts species listed or proposed to be listed as Endangered or Threatened Species or have adverse effects on designated Critical Habitat for these species.

3. Reasonable likelihood that the proposed action impacts migratory birds or their habitats.

4. Reasonable likelihood that the proposed action adversely affects historic, archeological, or cultural sites, including Native American Traditional Cultural Properties, properties listed or

<sup>13</sup> "Environmentally sensitive or unique" resources and areas may include, but are not limited to: all federal lands; areas having special designation or recognition such as prime or unique or agricultural lands; designated wilderness or wilderness study areas; wild and scenic rivers; 100-year or 500-year floodplains; coastal zones; wetlands; sole source aquifers (potential sources of drinking water); National Wildlife Refuges; National Parks; areas containing proposed or federally listed threatened or endangered species, or their designated critical habitat (including species and habitat listed under the Endangered Species Act of 1973 (16 U.S.C. part 1531 *et seq.*); Migratory Bird Treaty Act of 1918 (16 U.S.C. part 703 *et seq.*) and Bald and Golden Eagle Act of 1940, (16 U.S.C. part 668 *et seq.*)); areas of critical environmental concern; or other areas of high environmental sensitivity.

eligible for listing on the National Register of Historic Places, or land identified by archeologists as having high potential to contain archeological resources.

5. Reasonable likelihood that the proposed action restricts access to and ceremonial use of Indian sacred sites by Indian practitioners or adversely affect the physical integrity of such religious sacred sites.

6. Reasonable likelihood that the proposed action adversely impacts waterbodies, wetlands, floodplains, water quality, sole source aquifers, public water supply systems, or state, local, or tribal water quality standards established under the Clean Water Act or the Safe Drinking Water Act.

7. Reasonable likelihood that the proposed action has a disproportionately high and adverse effect on low-income populations or minority populations.

8. Reasonable likelihood that the proposed action involves construction on or near an active, inactive, or abandoned contaminated or hazardous waste site, or involve generation, transportation, treatment, storage, or disposal of substances hazardous to human health or the environment.

9. Reasonable likelihood that the proposed action involves the generation of ionizing or non-ionizing radiation or use of any radiation in excess of the Federal Communications Commission's established Maximum Permissible Exposure limits for human exposure to Radiofrequency Electromagnetic Energy fields.

10. Reasonable likelihood that the proposed action is controversial because of the introduction or employment of unproven technology, highly scientifically uncertain or unique environmental effects, substantial disagreement over the possible size, nature, or effect on the environment, or likelihood of degrading already existing poor environmental conditions.

11. Reasonable likelihood that the proposed action violates a Federal, Tribal, state, or local law, regulation, policy, or requirement imposed for the protection of the environment.

12. Reasonable likelihood that the proposed action is of a greater size or scope than is normal for an action of its type.

13. Reasonable likelihood that the proposed action has any other impacts

on human health or the environment that have not been otherwise addressed.

**Stephanie Weiner,**

*Acting Chief Counsel, National Telecommunications and Information Administration.*

[FR Doc. 2023-06575 Filed 3-29-23; 8:45 am]

BILLING CODE 3510-60-P

## **CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**

### **Agency Information Collection Activities; Submission to the Office of Management and Budget for Review and Approval; Comment Request; Application Package for: Current Population Survey Civic Engagement and Volunteering Supplement**

**AGENCY:** The Corporation for National and Community Service.

**ACTION:** Notice of information collection; request for comment.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995, the Corporation for National and Community Service (operating as AmeriCorps) is proposing to renew an information collection.

**DATES:** Written comments must be submitted to the individual and office listed in the **ADDRESSES** section by May 30, 2023.

**ADDRESSES:** You may submit comments, identified by the title of the information collection activity, by any of the following methods:

(1) *By mail sent to:* AmeriCorps, Attention Andrea Robles, 250 E Street SW, Washington, DC 20525.

(2) By hand delivery or by courier to the AmeriCorps mailroom at the mail address given in paragraph (1) above, between 9:00 a.m. and 4:00 p.m. Eastern Time, Monday through Friday, except federal holidays.

(3) Electronically through [www.regulations.gov](http://www.regulations.gov).

Comments submitted in response to this notice may be made available to the public through [regulations.gov](http://regulations.gov). For this reason, please do not include in your comments information of a confidential nature, such as sensitive personal information or proprietary information. If you send an email comment, your email address will be automatically captured and included as part of the comment that is placed in the public docket and made available on the internet. Please note that responses to this public comment request containing any routine notice about the confidentiality of the communication will be treated as public comment that



**APPENDIX G**  
**BIDDERS QUALIFICATION STATEMENT**

**BIDDERS QUALIFICATION STATEMENT**

(Completion of this statement is required in advance of consideration for award contract.)

SUBMITTED TO: \_\_\_\_\_

SUBMITTED FOR: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

Name: \_\_\_\_\_

(Print or Type Name of Bidder)

[A Corporation / A Partnership / An Individual / A Joint Venture]

(Bidder to strike out inapplicable terms.)

Address: \_\_\_\_\_

To the Authorizing Agents of the Pueblo of Tesuque:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach separate sheets as required)

1. Company name, bidder email, mail address and all branch office addresses.

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2. Type of business entity (corporation, non-for-profit, proprietorship, etc.).

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3. If company is a corporation, state the date and place of incorporation and give a brief history of company's operations.

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4. List directors, officers, owners, managerial employees or partners, and identify the ownership interest of each.

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5. Total number of employees and total number of licensed professionals (include an organizational chart, if available).

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6. Identify locations from which services will be performed.

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7. Identify or attach license or certificates to perform the work in each jurisdiction where the work will take place.

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8. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If yes, list the name of the individual, license held and disposition of the issue.

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9. Has any director, officer, owner or managerial employee been convicted or the subject of criminal indictment during the past five (5) years? If yes, summarize the matter and its disposition.

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10. Is the company currently involved in bankruptcy or similar proceedings? If yes, explain.

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11. During the past three (3) years, has company been found guilty of any OSHA, EPA or State environmental or safety violation? If yes, describe the nature of the violation and steps taken to remediate the condition(s).

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12. During the past five (5) years, has company been charged with retaliation or discrimination against any employee on the basis of race, ethnicity, national origin, disability, gender or other violation of equal employment opportunities? If yes, summarize each claim and its disposition.

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13. During the past five (5) years, has company been named as a party in any action involving a claim for personal injury or wrongful death arising from performance of work on any project? If yes, summarize the claim and its disposition.

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17. Indicate your understanding of the scope of work involved in the project and potential problems to be addressed. Summarize how you will respond to specific phases of the work, identifying any innovative or creative design approaches or strategies that the company proposes.

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18. Describe the nature and level of communications company will maintain with PUEBLO staff during the various project phases.

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19. Discuss any special or specific qualifications company has for this project.

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20. Describe how company will ensure Project performance, quality and consistency through adequate management, supervision and control techniques.

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21. Describe company's system of monitoring and oversight to ensure maintenance of complete and accurate work, payroll and invoicing records.

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22. Does company have any projects ongoing at the time of the submission of this bid? If yes, list the projects on which the bidder is currently working, the percentage now complete, and the expected dates of completion.

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23. Attach company's most current certified financial statement or, if a certified statement has not been issued within the past 12 months, the company's latest internal financial statement.

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name, Title and Company)

Dated: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



**APPENDIX H**

**PUEBLO OF TESUQUE BUSINESS REGISTRATION FROM**



(References continued)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

I HEREBY AUTHORIZE THE INVESTIGATION OF ALL STATEMENTS AND DOCUMENTS CONTAINED IN AND WITH THIS APPLICATION, I UNDERSTAND THAT ANY MISREPRESENTATION OR OMISSION OF THE FACT REQUESTED IS CAUSE FOR DENIAL OF THIS APPLICATION AND DENIAL OR REVOCATION OF THE BUSINESS LICENSE.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Mail Application and License Fee to:

Pueblo of Tesuque  
Tax & Revenue Office  
20 TP 828  
Santa Fe, NM 87506

- Entertainers must provide a copy of the contract along with the application for the business license.