



NAVAJO TRIBAL UTILITY AUTHORITY
AN ENTERPRISE OF THE NAVAJO NATION

SECTION I. OVERVIEW OF REQUEST FOR PROPOSAL (RFP)

- A. Navajo Tribal Utility Authority (NTUA) is a special purpose government entity, multi-utility enterprise of the Navajo Nation which provides electric, water, wastewater, natural gas, photovoltaic, and telecommunication services covering approximately 27,000 square miles across northeastern Arizona, northwestern New Mexico, and southeastern Utah. NTUA has seven main district offices located in strategic communities spanning the Navajo Reservation, with its corporate headquarters located in Fort Defiance, Arizona.

Type of Service: NTUA hereby contacting qualified Biological Resource Consultant firms who are knowledgeable in Navajo Nation Fish & Wildlife and U.S Fish & Wildlife regulations and procedures who are interested in furnishing biological resource services.

- B. Schedule of Activity Dates:

1. Advertisement Period	May 21 – June 5, 2026
2. Questions Due to NTUA	June 8, 2026 by 5:00 p.m. (DST)
3. Answers to Questions	June 15, 2026
4. Proposals Electronically Due to NTUA	June 22, 2026 at 5:00pm (DST)
5. Evaluation of Proposals	June 23 – 26, 2026
6. Execution of Contract	July 10, 2026

- C. **Inquiries:** If there are any questions, firms Andrea Hale, Contract Administrator, via email andrea.h@ntua.com. NTUA will only respond to questions related to this RFP prior to the date indicated above. All emails should have “*Biological Resource Services for Miscellaneous Projects – QUESTIONS*” in the subject line. All questions and answers will be published for all interested parties so do not include confidential information in the submitted questions.

Proposer(s) will risk jeopardizing their eligibility if any person other than the Contract Administrator is contacted for clarification. Any interaction with NTUA staff by the Proposer will constitute disqualification.

- D. **Submission:** Proposal and Cost responses shall each be submitted, **electronically** to andrea.h@ntua.com in separate PDF attachments clearly labeled as follows: for the Proposal “DO NOT OPEN – BIOLOGICAL RESOURCE SERVICES FOR MISCELLANEOUS PROJECTS (PROPOSAL)” and for the Cost “DO NOT OPEN – BIOLOGICAL RESOURCE SERVICES FOR MISCELLANEOUS PROJECTS (COST)” and received by the deadline indicated above.
- E. Proposal submission, Proposers must submit as required:



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1. An Original proposal (marked 'Proposal') included as a **stand-alone PDF document file**, clearly marked. Total proposal information materials shall be limited to **seventy-five (75) numbered pages** of text, no smaller than 11-point font and/or graphics. Any supporting documentation and supplemental information may be included in subsequent appendices and shall not be counted against the page limit. Each page of the proposal shall consist of the company name and page numbering.
 2. An Original cost (marked 'Cost') included as a **stand-alone PDF document file**, clearly marked, to be opened only after determining the proposal satisfies the requirements of the RFP. Each page of the cost shall include the company name and page numbering. The cost methodology must be clear and presented in a manner that considers the Scope of Work, must detail any proposed escalation rates, and cannot be modified unless there is a change in the NTUA requirements of the RFP submission.
 3. NTUA will accept hand-carried proposals and delivery can be made as follows:
 - Navajo Tribal Utility Authority
ATTN: *Andrea Hale, Purchasing Department*
North Navajo Route 12 in Fort Defiance, Arizona
 4. NTUA will not accept any mailed (FedEx/UPS) proposals.
- F. Preference will be applied in accordance with the Navajo Business and Procurement Act (12 N.N.C. § 1501 et seq.); the Navajo Nation Procurement Act (12 N.N.C. § 301 et seq.); the Navajo Nation Business Opportunity Act (5 N.N.C. § 201 et seq.), and other applicable statutory and regulatory requirements.
1. Proposers must submit evidence of their Preference Priority Certification *if applicable*.
 2. In the subject line of the proposal electronic submittal, include by indicating whether the proposer is a Priority #1, Priority #2 preference business.
 - Subject: "*name of RFP project* – PROPOSAL (Priority #1)"
- G. Only responsive proposals will be considered for award. For a proposal to be considered responsive, the Proposal and Cost must address the items listed in Section II: Proposal Evaluation Criteria.
- H. **Addendum to the RFP:** In the event it becomes necessary to revise any part of the RFP the Contract Administrator shall issue a written addendum on the specifics of the change and inform all concerned parties before the due date. Proposers shall ensure a signed copy of the acknowledgment of any addendum is included with the proposal.
- I. All costs incurred by the proposer in preparing and responding to this solicitation are the sole responsibility of the proposer. Any information or financial assumptions included in the proposal submitted pursuant to this solicitation are at the sole risk and responsibility of the party submitting such proposal.
- J. **Rejection of Proposals:** NTUA reserves the right to reject any or all proposals and to waive



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informalities in the proposals received, including (without limitation) waiving the deadline for proposals, whenever such rejection or waiver is in the best interest of NTUA. NTUA reserves the right to reject any proposal based on deficient past performance, including projects conducted with NTUA, other Navajo Nation agencies, the federal, state, or local governments, or any commercial project.

- K. NTUA reserves the right to select more than one winning proposal. The selection of the winning proposal(s) will be based on best value, not necessarily on the lowest cost. As described in Section II, Proposal Evaluation Criteria, and Section IV, Scope of Work, the selected proposer will best meet the evaluation criteria, including, but not limited to, technical merit, past performance, financial and personnel capability, and cost. The successful proposer is expected to perform at a high level to meet NTUA's contractual requirements.
- L. **Contractual Clauses:** For NTUA to contract for services of this nature, the successful Proposer must agree to include as part of the Agreement the following two clauses:
1. **Governing Law:** The governing law and dispute jurisdiction will be the Navajo Nation Law and Courts. No provision of the contract shall constitute a waiver of sovereign immunity of the Navajo Nation.
 2. **Navajo Nation Sales Tax:** The successful proposer shall include the Navajo Nation 6% tax within their cost proposal. It will be the successful Proposer's responsibility to pay the sales tax on the sales receipt to the Navajo Nation.
- M. **Award of Contract:** Upon selection, a purchase order together with a negotiated agreement of the terms and conditions (Agreement) will be prepared between NTUA and the proposer selected. This proposal, submitted by the Proposer(s), will become part of the contract.
- N. **Debarment and Suspension:** The proposer acknowledges that, to the best of his/her knowledge, their Company and principal participants on the Agreement have not been suspended or debarred from proposing on a Federal or Navajo Nation contract. Further, the proposer acknowledges, understands, and attests that:
1. The undersigned understands and certifies that proposal submission shall act as certification that neither the proposer's company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. The undersigned certifies that the proposer is eligible to do business with the Navajo Nation pursuant to 12 N.N.C. § 1505(A)-(D).
 3. If the proposer is unable to certify or has been debarred or suspended in the past, then the proposer shall attach an explanation to its proposal submission as an addendum. The following language shall be included in such addendum:



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- O. **Duration of Service:** To be determined on a project-by-project basis. An extension may be granted based on the quality and volume of services rendered during the term of the awarded contract; however, any such extension shall not exceed an additional twelve (12) months.
- P. NTUA has established a specified maximum compensation amount for the completion of each project, where applicable. Certain projects may include subprojects, either as components of a larger project or as stand-alone projects. NTUA reserves the right not to exceed the established maximum amount for any project.
- In the event that a proposer's proposed compensation for completion of a project exceeds NTUA's established maximum ("cap"), NTUA reserves the right to exclude that project from this Agreement. Under no circumstances shall NTUA disclose the established maximum ("cap") to any external individual or entity upon request.

I hereby certify that I am authorized to execute this certification on behalf of the company and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief.

All proposers are encouraged to seek legal advice to ensure compliance with this requirement.



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SECTION II. PROPOSAL EVALUATION CRITERIA

To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized as specified below. NTUA reserves the right to request additional information from any proposer at any time during the evaluation and selection process.

A. Title Page/Cover Letter

Proposal submittals are well-organized and free of grammatical errors. Proposers include a cover letter with the company name, address, website, telephone number, and the primary contact person, including e-mail, direct line, and mobile phone numbers. The title page will be considered a cover letter and should be signed by an agent, owner, or authorized officer of the proposed company.

B. 25 Points – Proposer's Qualification & Experience. Proposals must provide the following:

1. Provide the resumes of key personnel who will be assigned to this contract, including current Professional Biological Resource Permit number(s) (from the Navajo Nation Fish & Wildlife) of employees who will be providing biological resource services under this contract. Resumes shall detail each individual's professional qualifications, relevant experience, and include a clear statement outlining the specific tasks and responsibilities to be performed under this contract.
2. Provide documentation demonstrating that the firm possesses the requisite administrative, technical, and financial capacity to successfully perform the full scope of work outlined in this solicitation.

C. 25 points – Previous Performance. Provide past experience with NTUA.

1. Provide a reference list of at least three (3) projects completed within the past three (3) years that were designed and constructed in accordance with NTUA rules and regulations. The reference list shall include, at a minimum, the project name and description, as well as the name of a contact person, mailing address, and telephone number for each reference project.
2. Provide documentation of past performance on contracts with the Navajo Nation, specifically addressing cost control and adherence to project budget constraints, quality of work performed, compliance with established performance schedules, and the overall satisfactory execution of required services.

D. 20 points – Project Team, Methodology, and Plan.

1. Project Management – Provide an organizational chart and flow diagram for managing this project. Identify the primary point of contact, project manager, and other team members. Include bios and indicate percentage of time dedicated to this project.
2. Personnel – Submit resumes and role descriptions for all assigned project team members, especially those with experience in curriculum development, utility operations, and change



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management.

3. Scope Adjustment During Discovery – NTUA understands that the scope of work may evolve during discovery. Any adjustments will be subject to mutual agreement between NTUA and the selected candidate.
4. Willingness to execute “*not to exceed cost price*” agreement.

E. 20 points – Proposer’s Financial Capacity.

1. Provide documentation demonstrating that the Proposer possesses the financial capacity to perform the required scope of work, as well as the necessary technical expertise and administrative resources to ensure completion within the specified timeframes.
2. Provide most recent financial statements (official accounting records), audited if available, including the latest balance sheet and income statement for the primary Proposer, and clearly identify and define the following:
 - Current assets; Net Fixed Assets; Other Assets; Current Liabilities
3. If the financial statement is unaudited, provide the name of the entity that prepared the statement along with the date of preparation.

Note: If the financial statement provided does not pertain to the organization named in this document, include an explanation of the relationship between the entities and the extent of the financial responsibility assumed by the organization submitting the statement.

F. 10 Points – Proof of Insurance.

1. \$1,000,000 Professional Liability Insurance
2. General Property Liability
3. Motor Vehicle and/or other modes of transportation; and
4. Worker’s Compensation

Cost of Service. Provide a detailed hourly cost breakdown by title of position (cultural resource and technical services), administrative services, special charges, i.e., mileage, survey equipment, all-terrain vehicle man-hours, per diem, and expenses. Provide detailed information on crew size to complete the job by type of work as outlined in the scope of work.

Each proposer shall provide hourly rates for the following positions:

Professional Services:

Botanist Editor Principle Biologist Technicians Zoologist



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Administrative Services: Office Staff

NOT TO EXCEED COST: Itemized and Actual Cost of Reimbursable Expenses

Reproduction of contract documents, draft and finalized reports, FedEx, UPS, postage.
Applicable taxes, Lodging, Telephone/fax, Research activities

<u>Motels:</u>	Actual Cost
<u>Per Diem:</u>	Cost per day/per person
<u>Vehicle Mileage:</u>	Cost per mile for 2WD, 4WD vehicles
<u>Total Station/GPS Survey Equipment:</u>	Cost per full day Cost per half day Cost per hour – Max Cost
<u>4 Wheel ATV:</u>	Cost per full day, ½ day or by the hour

SECTION III. SCOPE OF WORK

To provide preliminary/final inventory of cultural resources, ethnographic studies, report preparation, and submittal to obtain Cultural Resource Compliance Form (CRCF). Projects will be assigned in a single project format, each with a not to exceed cost. The selected proposer's invoices shall be broken down into a project-by-project format.

The scope of work shall include the following activities associated with various projects.

- A. General: Survey and Reporting requirements – biological resource inventory shall include full descriptions and discussion of:
 - Survey and recording methods;
 - Biological resources identified during the survey
 - Analysis and interpretation of field survey data
 - Wetlands
 - Assessment of significance of biological resources;
 - Recommendations for mitigation, if any;



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- Consultation and coordination with NTUA Right Of Way Agent, Contracted Surveyors, Navajo Nation Department of Fish & Wildlife and U.S. Federal Agencies if applicable. *Any major Concerns, consultation with NTUA Right of Way Agent, Navajo Nation Department of Fish & Wildlife or Federal Agencies must occur immediately;*
 - Inventory and report will be conducted in accordance with Navajo Nation Department of Fish & Wildlife policies and procedures;
 - Submit preliminary report to assigned NTUA Right of Way Agent for review, if any discrepancies, report will be returned for corrections in timely manner; and
 - Submit final report to assigned NTUA Right of Way Agent.
 - All GIS/GPS data collection will be provided along with report(s). All GPS data will be in WGS 84 or NAD 83 coordinate projection; Provide file data points and biological resources in shape file and KMZ file.
- B. NTUA will provide preliminary maps for review and discussion. *Any major concerns, discussion with NTUA Right of Way Agent must occur immediately.*
- C. Reroute of proposed routes as necessary to avoid biological resources.
- D. Communicate and coordinate with the assigned NTUA Right of Agent.
- E. Administrative support.
- F. Technical support as needed by NTUA.



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SECTION IV: COST ESTIMATE

THE UNDERSIGNED PROPOSER, HEREBY OFFERS and agrees, if this proposed cost estimate is accepted, to enter into an Agreement to perform satisfactory work, based on the qualifications needed to complete the scope of work task as requested by NTUA.

LABOR COST	# OF UNIT(S)	RATE	EXTENDED
Professional Services			
Principle Biologist		\$	\$
Zoologist		\$	\$
Botanist		\$	\$
Technicians		\$	\$
Editor		\$	\$
Field Work		\$	\$
Principle Biologist		\$	\$
Zoologist		\$	\$
Botanist		\$	\$
Technicians		\$	\$
Administrative Services			
Office Staff		\$	\$
Labor Cost			\$
DIRECT COST	# OF UNIT(S)	RATE	EXTENDED
Mileage (per mile)		\$	\$
4-Wheel ATV (per day)		\$	\$
Lodging (per night – Actual cost)		\$	\$
Per Diem (per day)		\$	\$
GPS Equipment		\$	\$
Total Station Survey Equipment		\$	\$
Reproduction Costs (Actual Cost plus _ %)		\$	\$
Postage		\$	\$
Navajo Nation 6% Sales Tax		\$	\$
Direct Cost:			\$
TOTAL COST OF SERVICE:			\$

Company Name: _____

Date: _____

Name/Title: _____

Signature: _____