



**NAVAJO TRIBAL UTILITY AUTHORITY**  
AN ENTERPRISE OF THE NAVAJO NATION

**SECTION I. OVERVIEW ON REQUEST FOR PROPOSAL (RFP)**

- A. Navajo Tribal Utility Authority (NTUA) is a non-for-profit, 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 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: to provide services for the construction of two water treatment facilities to remove arsenic and iron using an Oxidation/Filtration and adsorption processes. Two facilities are planned. One facility at the Montezuma Creek Well 1 site would treat the combined flow from both wells 1 and 2 with the equipment housed in two CMU buildings estimated to be 12' x 24' to include the installation of the related equipment. One facility at the Montezuma Creek Well 3 site would treat the flow from Well 3 with the equipment housed in CMU building estimated to be 12' x 24' to include the installation of the related equipment. One contract would be issued for the construction of both systems.

B. Schedule of Activities:

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| 1. Advertisement Period           | June 14 – August 1, 2018         |
| 2. Mandatory Pre-Proposal Meeting | July 13, 2018 @ 1:30 p.m. (MDT)  |
| ➤ NTUA Montezuma Well 2 Jobsite   |                                  |
| 3. Questions Due                  | July 20, 2018 @ 5:00 p.m. (MDT)  |
| 4. Answers to Questions           | July 25, 2018                    |
| 5. Proposal Due Date              | August 2, 2018 @ 5:00 p.m. (MDT) |
| 6. Evaluation of Proposals        | August 3 – 17, 2018              |
| 7. Execution of Contract          | August 31, 2018                  |

- C. Inquiries: All questions must be submitted in writing to Avis Jimm, Contract Administrator, at (928) 729-6243 or via email [avisj@ntua.com](mailto:avisj@ntua.com). NTUA will only respond to questions related to this RFP prior to the date indicated above. All emails should have "Montezuma Creek Arsenic Treatment Systems – QUESTIONS" in the subject line.



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- D. Proposal and Cost shall each be submitted in separate sealed envelopes clearly marked as follows: for the Proposal **"DO NOT OPEN – MONTEZUMA CREEK ARSENIC TREATMENT SYSTEMS (PROPOSAL)"** and for the Cost **"DO NOT OPEN – MONTEZUMA CREEK ARSENIC TREATMENT SYSTEMS (COST)"** received by August 2, 2018 @ 5:00 p.m. (MDT) at the following destination:

PHYSICAL ADDRESS: Navajo Tribal Utility Authority  
ATTN: Avis Jimm, Purchasing Department  
North Navajo Route 12 (Fed Ex/UPS/Hand-Deliver)  
Fort Defiance, Arizona 86504

- E. Proposal submission, firms must submit as required:
1. An Original proposal (marked 'Original') with one (1) electronic copy on flash drive **identical to the original** by the due date at the address provided above. Verbiage for the PROPOSAL shall be limited to 25 pages (double-sided) in length. Any supporting documentation and supplemental information may be included in subsequent appendices. Each page of the proposal shall include the company name and page numbering.
  2. One Original cost (marked 'Original' and to **not be included on the flash drive**) in a **separate sealed envelope** to be opened only after determination the proposal satisfies the requirements of this RFP. Each page of the cost shall include the company name and page numbering. The cost must be firm and cannot be increased, unless there is a change in NTUA requirements after the RFP submission, once a firm is selected.
  3. Ensure the proposal response is properly labeled on the outer part of the shipping package (hand-delivered, FedEx, or UPS). NTUA will not be responsible for the premature opening of proposal responses which have not been properly labeled.
- F. Firms mailing their proposals shall allow sufficient time for delivery to ensure receipt by the due date and time. Late, facsimiled, or electronic mailed proposals will not be accepted.
- G. Only responsive proposals will be considered for award. In order for a proposal to be considered responsive, the Proposal and Cost must address the items listed in Section II, Proposal Evaluation Criteria.



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- H. Addendum to the proposals: In the event it becomes necessary to revise any part of the proposal, the Contract Administrator shall issue a written addendum on the specifics of the change and inform all concerned. **Firms shall ensure a signed copy of acknowledgment of any addendum is included with the proposal.**
- I. Rejection of proposals: NTUA reserves the right to reject any or all proposals and to waive informalities in the proposals received whenever such rejection or waiver is in the best interests 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.
- J. All costs incurred by the proposer in preparing and responding to this solicitation are the sole responsibility of the proposer. Any proposal submitted pursuant to this solicitation is at the sole risk and responsibility of the party submitting such proposal.
- K. NTUA reserves the right to select more than one winning proposal. NTUA will select the winning proposal(s) on a best value basis, not strictly on a cost basis analysis e.g., the lowest cost, will be selected. As described in Section II – Proposal Evaluation Criteria and Section III – Scope of Work, the winning proposer(s) will best meet these evaluation criteria's, including, but not limited to, qualification, past performance, timeline to complete project, and cost. A successful proposer(s) is expected to perform at a high level to meet the NTUA's contractual requirements.
- L. Contractual Clauses: In order 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 tax within their cost proposal. It will be the successful Proposer's responsibility to pay the sales receipt tax 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 Generation, Inc. and the successful proposer. The proposal submitted by the proposer(s) may also become part of the contract.



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- N. Preference will be made 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. Proposers shall submit evidence of their Preference Priority Certification if applicable.
- O. NTUA Liability: The proposer agrees to indemnify, defend and hold harmless NTUA and its officers, agents, employees, community representatives and volunteers from any and all claims, judgments, losses, damages, payments, costs, and expenses of every nature and description, including attorney's fees, arising out of or resulting from the proposer's negligent performance of work, as described in any Agreement resulting from the RFP.
- P. Proposal must be accompanied by Proposal security made payable to Owner in an amount of 5% of proposer's maximum cost price and in the form of a certified check or a Proposal bond (EJCDC No. C-430, 2007 Edition) issued by a surety meeting the requirement of paragraphs 5.01 and 5.02 of the General Conditions. The Proposal security of the successful proposer will be retained until such proposer has executed the contract documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Proposal security will be returned. If the successful proposer fails to execute and deliver the contract documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Proposal security of the proposer will be forfeited. The Proposal security of other proposers whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the effective date of the agreement or 61 days after the PROPOSAL opening, whereupon Proposal security furnished by such proposers will be returned. Proposal security of other proposers whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the PROPOSAL opening.



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## **SECTION II. PROPOSAL EVALUATION CRITERIA**

**A. 40 Points: Firm's Qualification.**

1. Provide the name of Project Manager to be in charge of this project, including their professional qualifications, experience, and a statement indicating the tasks he/she will perform.
2. Provide evidence the firm is capable to perform the required Scope of Work.

**B. 40 Points: Past Work Experience of the Firm.**

1. Provide Three (3) examples of prior or current projects in which the similar Scope of Work was performed. (Drinking water arsenic removal systems for flows between 50 and 300 gpm)
2. *If applicable*, provide two (2) examples of past performance on contracts with the Navajo Nation; in terms of mobilization, cost control, quality of work, compliance with performance schedules, and satisfactory performance of services provided.

**C. 10 Points: Navajo Preference.** Provide proof of the Navajo Preference certification from the Navajo Nation Division of Economic Development. Points shall be awarded as following:

1. Priority 1: 10 points
2. Priority 2: 5 points

**D. 5 Points: Financial Capability of the Firm.** Provide evidence of the financial capability to perform the required scope of work within the required timeframes.

1. Provide evidence the Proposer has the financial capability to perform the required Scope of Work, as well as the technical and administrative support to complete within the required time frames.
2. Provide latest financial statement (official accounting statement), audited if available, including the primary Proposer's latest balance sheet and income statements defining the following:
  - Current assets; Net Fixed Assets; Other Assets; Current Liabilities
3. Provide the name of the entity preparing the financial statement and date thereof if the Financial Statement is not audited.

Note: If financial statement is not for the identical organization named herein, explain the relationship and financial responsibility of the organization furnished.



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- E. **5 Points: Proof of Insurance.** Provide evidence of insurance coverage and shall name NTUA as additionally insured; a “sample” copy will not be acceptable:
1. Worker’s Compensation;
  2. General Property Liability;
  3. \$1,000,000 Professional Liability Insurance; and
  4. Motor Vehicle and/or other mode of transportation.



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**SECTION III. SCOPE OF WORK**

Item No.	Project Description:
1	The Work consists of construction of water treatment facilities including packaged arsenic/iron removal filters, arsenic adsorption media systems, backwash holding tanks, recycle pump stations, sludge holding tanks, pre-cast concrete buildings and other related appurtenances at two well sites - MC Well 1 and MC Well 3.
2	Proposer shall restore any areas used for materials storage, equipment storage, or employee and subcontractor parking to their original condition or better, unless specified otherwise.
3	Related site and civil, and electrical work to support the treatment system installation.



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**SECTION IV. COST PROPOSAL**

THE UNDERSIGNED PROPOSER, HEREBY PROPOSES and agrees, if this proposed cost estimate is accepted, to enter into Agreement to perform satisfactory work on an hourly rate, based on the skills needed to complete a specific task as requested by NTUA.

ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	Mobilization for both well sites	\$ _____	\$ _____
	All Equipment Supply and Construction of Water Treatment Facilities at Montezuma Creek Well 1 Site Per SOW, Engineering Plans & Specifications		
2		\$ _____	\$ _____
	All Equipment Supply and Construction of Water Treatment Facilities at Montezuma Creek Well 3 Site Per SOW, Engineering Plans & Specifications		
3		\$ _____	\$ _____
4	Startup and Commissioning (cost for 2 well sites)	\$ _____	\$ _____
5	Support and Final Punch Lists	\$ _____	\$ _____
6	Navajo Nation 6% Sales Tax	\$ _____	\$ _____
Total Amount (Items 1 – 6): \$ _____			

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

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

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_