



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 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.

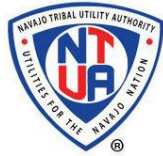
Type of Service: NTUA is hereby solicits proposals from qualified contractors to provide construction services for three (3) lift station improvement projects which includes the renovation of wastewater lift station facilities located at the Sawmill, Coyote Canyon, and Iyanbito sites, including pump system upgrades and related supporting equipment improvements. Specific project elements include the installation of new submersible pumps, canopies, electrical float sensors, and fall protection systems, as well as the replacement of concrete slabs and chain-link fencing.

B. **Schedule of Activity Dates:**

- | | |
|--|-------------------------------------|
| 1. Advertisement Period | May 14 – June 11, 2026 |
| 2. Pre-Proposal Meeting | May 28, 2026 at below listed times. |
| a. <i>On-Site:</i> Sawmill, Arizona at 10:00 a.m. | |
| b. <i>On-Site:</i> Coyote Canyon, New Mexico at 12:00 p.m. | |
| c. <i>On-Site:</i> Iyanbito, New Mexico at 2:00 p.m. | |
| 3. Questions Due | June 4, 2026 by 5:00 p.m. (MDT) |
| 4. Answers to Questions | June 9, 2026 |
| 5. Proposals Electronically Due to NTUA | June 12, 2026 at 5:00 p.m. (MDT) |
| 6. Evaluation of Proposals | June 15 – 17, 2026 |
| 7. Execution of Contract | July 1, 2026 |

- C. **Inquiries:** If there are any questions, proposers Avis Jimm, Contract Administrator, at (928) 729-6243 or via email avisj@ntua.com. NTUA will only respond to questions related to this RFP prior to the date indicated above. All emails should have “*Construction Services of Lift Station Facilities Improvements – QUESTIONS*” in the subject line. All questions and answers will be published for all interested parties so do not include confidential information when submitting 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.



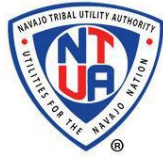
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- D. **Submission:** Proposal and Cost responses shall each be submitted, **electronically** to avisj@ntua.com in separate PDF attachments clearly labeled as follows: for the Proposal “DO NOT OPEN – CONSTRUCTION SERVICES OF LIFT STATION FACILITIES IMPROVEMENTS (PROPOSAL)” and for the Cost “DO NOT OPEN – CONSTRUCTION SERVICES OF LIFT STATION FACILITIES IMPROVEMENTS (COST)” and received by the deadline indicated above.
- E. Proposal submission, Proposers must submit as required:
1. An Original proposal (marked ‘Proposal’) included as a **stand-alone PDF document file**, clearly marked. Total proposal information materials shall be limited to **fifty (50) 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:
 - o Navajo Tribal Utility Authority
ATTN: Avis Jimm, 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.
 - o 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.



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- 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 informalities in the proposals received whenever such rejection or waiver is in the best interest of the NTUA. NTUA reserves the right to reject any proposal based on deficient past performance with the NTUA or another project owner, 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 on a best value basis and not necessarily based on the lowest cost. As described in Section II, Proposal Evaluation Criteria and Section III, Scope of Work, the winning 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:** 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 6% 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 negotiated agreement of the terms and conditions (Agreement) will be prepared between NTUA and the successful Proposer. The terms of the proposal submitted by the Proposer may become part of the Agreement.



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- N. The Proposer shall disclose in writing any third-party or affiliated sales commissions, finder's fees, or similar compensation arrangements related to this procurement process or professional services engagement prior to contract execution and upon any subsequent changes. Failure to disclose may result in contract termination.
- O. **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 by the Proposer 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:

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 ensure a consistent evaluation process and maximize comparability, all proposals must be clearly organized in accordance with the requirements outlined below and be free of grammatical errors. NTUA reserves the right to request additional information from any proposer at any stage of the evaluation and selection process.

A. Title Page/Cover Letter.

Proposers shall include a cover letter that provides the company name, address, website, telephone number, and the primary contact person's information, including email address, direct line, and mobile phone number. The title page may serve as the cover letter, provided it is signed by an agent, owner, or duly authorized officer of the Proposer.

B. 40 Points – Firm Qualifications.

1. Provide the name of the project manager to be in charge of this project, including their relevant previous experience. In addition, provide resumes of key personnel who will be assigned to this contract including their professional qualifications, experience, and a statement indicating the tasks these individuals will be assigned to perform.
2. State the size of the firm, the size of the firm's utility and governmental staff, the office location from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis and/or part-time basis.
3. If a joint venture or consortium is established, the qualifications of each firm comprising the joint venture or consortium should be separately identified.

C. 30 Points – Past Work Experience.

1. Provide three examples of prior or current projects in which a similar scope of work was performed (drinking water arsenic removal systems for flows between 50 and 300 gpm).
2. *If applicable*, provide two 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.
3. Engagement partners, managers, other supervisory staff, and specialists may be changed, but NTUA retains the right to approve or reject replacements.



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D. 10 Points – Methodology, Plan, and Timeline to Complete Project.

1. Describe the proposed methodology, technical approach, and project timeline for effectively accomplishing the required deliverables and achieving the intended project outcomes. The response shall also identify the types of information, documentation, and level of coordination or support required from NTUA staff to ensure successful completion of the project.
2. Provide a detailed description of the proposed project activities, including the purpose and rationale for each activity, the composition and qualifications of the implementation team, and the anticipated project schedule. The response shall also identify the earliest date on which work can commence.
3. Confirm your willingness to enter into a 'not-to-exceed' cost agreement.

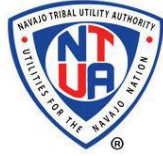
E. 10 Points – Firm's Financial Capability.

1. Provide evidence demonstrating the Proposer's financial capacity to perform the required scope of work, as well as the technical and administrative resources necessary to complete the project within the specified timeframes.
2. Submit the most recent financial statements (official accounting records), preferably audited, including the Proposer's latest balance sheet and income statement, clearly detailing:
 - Current assets
 - Net Fixed Assets
 - Other Assets
 - Current Liabilities
3. Identify the entity responsible for preparing the financial statements and the date of preparation if the financial statements are not audited.

Note: If the financial statements do not pertain to the exact legal entity named in this proposal, please explain the relationship between the entities and the financial responsibility of the organization providing the financial information.

F. 10 points – Proof of Insurance.

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

Project Description – this project consists of the renovation of the lift station facility at the lift station sites that includes a pump improvement and supporting equipment. Please refer to Specification and drawings on Specific install requirements. Summary elements include:

1. Prepare site, install gates, and fence repair, backfill and rough grading.
2. Install pump around port.
3. Install manhole (Iyanbito lift station)
4. Generator trouble shooting and repair (Sawmill and Coyote Canyon lift stations).
5. Temporary pump around facilities.
6. Install prefabricated concrete vault top slabs with hatches and safety grating.
7. Install electrical conduit, concrete slab, and canopy.
8. Install hoist, lift station pumps, railing system, and discharge piping.
9. Perform final site grading and Aggregate Base Coarse Material.
10. Install electrical floats/radar and instrumentation and controls wiring.
11. Conduct point to point and loop check for instrumentation and controls.
12. Work with ENGINEER to conduct commissioning.
13. Conduct training for NTUA's staff.
14. Complete remaining work and punch list items.
15. Clean facilities.



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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 Agreement to perform satisfactory work, based on the skills needed to complete the scope of work as requested by NTUA.

ITEM NO.	DESCRIPTION	Sawmill Site Contract No. 1	Coyote Canyon Site Contract No. 2	Iyanbito Site Contract No. 3
1	Mobilization/Demobilization	\$ _____	\$ _____	\$ _____
2	Prepare site, fence demo, temporary fencing, rough grading, and safety measures	\$ _____	\$ _____	\$ _____
3	Install pump around port	\$ _____		\$ _____
4	Install manhole (Iyanbito site only)			\$ _____
5	Temporary bypass pumping facilities. Including pumps, pipes, setup & monitoring	\$ _____	\$ _____	\$ _____
6	Install electrical conduit, concrete slab, canopy, and equipment rack	\$ _____	\$ _____	\$ _____
7	Install electrical floats/radar and instrumentation and controls wiring.	\$ _____	\$ _____	\$ _____
8	Install prefabricated concrete vault top slabs with hatches and safety grating.	\$ _____	\$ _____	\$ _____
9	Install hoist, lift station pumps, railing system, and discharge piping.	\$ _____	\$ _____	\$ _____
10	Conduct point to point and loop check for instrumentation and controls.	\$ _____	\$ _____	\$ _____
11	Generator trouble shooting and repair.	\$ _____		\$ _____



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ITEM NO.	DESCRIPTION	Sawmill Site Contract No. 1	Coyote Canyon Site Contract No. 2	Iyanbito Site Contract No. 3
12	Startup and Training.	\$ _____	\$ _____	\$ _____
13	Perform final site grading and aggregate base coarse material.	\$ _____	\$ _____	\$ _____
14	Bond and Insurance	\$ _____	\$ _____	\$ _____
15	Navajo Nation 6% Sales Tax <i>(for all work performed on the Navajo Reservation)</i>	\$ _____	\$ _____	\$ _____
Total Amount:		\$ _____	\$ _____	\$ _____

Company Name: _____

Date: _____

Name/Title: _____

Signature: _____