



RAMAH NAVAJO CHAPTER
P.L. 93-638 OFFICE OF GRANTS & CONTRACTS
REQUEST FOR PROPOSAL (RFP)

PROPOSAL DUE DATE: August 27, 2021 at 5:00 P.M. MDST

PROJECT DESCRIPTION: RFP 2021-05 RNDOT Long Range Transportation Plan

CONTACT PERSON(S): Dorothy Claw, RNDOT Director
Phone Number: (505)775-3264
Email Address: dorothyclaw@ramahnavajo.org

Jennifer D. Pino, Procurement Manager
Phone Number: (505) 775-7154
Email Address: jdpino@ramahnavajo.org

DELIVER TO: Ramah Navajo Chapter—PL 93-638 Office of Grants &
Contracts
Attention: Procurement Manager
422 B.I.A. Rt. 125
HC 61, Box #13
Ramah, New Mexico 87321

MAIL TO: Ramah Navajo Chapter—PL 93-638 Office of Grants &
Contracts
Attention: Procurement Manager
HCR 61, Box #13
Ramah, New Mexico 87321

RETURN ALL PROPOSALS CLEARLY MARKED:

“DO NOT OPEN—RFP 2021-05 RNDOT Long Range Transportation Plan Proposal”

The Ramah Navajo Chapter—PL 93-638 reserves the right to reject any or all proposals and to waive any informality in the proposals received whenever such rejection or waiver is in the best interest of the Ramah Navajo Chapter—PL 93-638.

I. INTRODUCTION

A. BACKGROUND INFORMATION

1. The Ramah Navajo Chapter, a political sub-unit and a sovereign tribal government of the Navajo Nation, is located on the Ramah Navajo Indian Reservation in the northwestern part of the State of New Mexico, Cibola County.
2. The Ramah Navajo Chapter, apart of and recognized by the Navajo Nation Tribal Council, receives its authority to contract community service programs directly with the Bureau of Indian Affairs, US Department of the Interior pursuant to Public Law 93-638 Indian Self-Determination and Educational Assistance Act, as amended.
3. The Chapter administers the following major programs—Law Enforcement/Corrections Services, Natural Resources/Range Management, Real Estate Services, Community Planning & Development, Transportation/Roads Maintenance, Facilities Management, Tribal Services and general administrative support services. The RNC ‘638 also subcontracts the community housing program through the Navajo Nation and Navajo Housing Authority through Public Law 104-330 Native American Housing and Self-Determination Act (NAHASDA); and, contracts with the US Department of Transportation-Federal Highway Administration to plan, design and contract road construction projects through the Moving Ahead for Progress in the 21st Century Act (MAP-21), as amended.
4. The Chapter continually maintains unmodified or unqualified (clean) audits and certified financial and managerial systems with annual audits performed by an independent firm according to the Single Audit Act of 1984 amended by Single Audit Amendments of 1996.

B. SUMMARY OF SCOPE OF WORK

1. The Ramah Navajo Chapter is seeking to contract with a responsible, responsive and qualified planning and engineering firm for the purpose of updating, in conformance with current regulation, the Ramah Navajo Chapter Long Range Transportation Plan (LRTP or LRP). The Chapter will utilize the “Qualification-Based” procurement procedures to select and award the most qualified planning/engineering firm for this project, whose fee offer is within the maximum feasible cost.

C. LEAD AGENCY CONTACT

1. Any inquiries or requests regarding the “Procurement” should be submitted in writing to the Lead Agency’s Procurement Manager listed below. Interested Parties may contact ONLY the Procurement Manager regarding the procurement. Inquiries and requests made to other staff will not receive a response. All responses will be in writing and will be distributed to all Interested Parties who receive a copy of this Request for Proposals (RFP).

Jennifer D. Pino, Procurement Manager
Ramah Navajo Chapter, Office of Grants & Contracts
HCR 61, Box 13

Ramah, NM 87321

Telephone: (505)775-7154
 Fax: (505)775-0148
 Email: jdpino@ramahnavajo.org

2. Any inquiries or requests regarding the RFP “Scope of Work” or the procedures should be submitted in writing to the designated Project Manager listed below. All responses will ONLY be accepted in writing via email and will be distributed through the Procurement Manager to all Interested Parties who receive a copy of this RFP.

Dorothy Claw, RNDOT Director (Project Manager)
 Ramah Navajo Chapter, Office of Grants & Contracts
 HCR 61, Box 13
 Ramah, NM 87321

Telephone: (505) 775-3264
 Email: dorothyclaw@ramahnavajo.org

D. TABLE SUMMARY OF EVENTS & SCHEDULE

1. RNC ‘638 will make every effort to adhere to following schedule:

ACTIVITY:	DATE:
Issuance of RFP	August 5, 2021
Submission of proposal Deadline	August 27, 2021 by 5:00 PM MDST
Evaluation of Proposals	TBD
Selection and Award	TBD

2. NOTE: These dates/times are only estimated completion times for Procurement activities.

E. DEFINITION OF TERMS

1. “Project” means the “RFP 2021-05 RNDOT Long Range Transportation Plan” for which this RFP Package has been prepared and to which this RFP pertains.
2. “RNC ‘638” means the Ramah Navajo Chapter, Office of Grants & Contracts.
3. “Project Manager” means the person with RNC ‘638 that is designated and authorized to administer and manage the Procurement for the Project.
4. “Procurement” means the specific procedures and overall process - as governed by the applicable provisions of the Navajo Nation Procurement Act (12 N.N.C. §301 et seq.) and the Navajo Nation Procurement Regulations (adopted by Resolution No. BFD-192-03, dated December 16, 2003) - of providing this RFP Package to Interested Parties; of receiving, reviewing, evaluating, and ranking all eligible Proposals submitted; and of ultimately selecting an Planning/Engineering Firm for a Contract Award for the Project.
5. “RFP Package” means this package for the “Long Range Transportation Plan” containing all information, terms, conditions, and documents governing this Procurement Project.
6. “Interested Party” means a person, business, firm, company, or Joint-Venture that

is interested in providing Long Range Transportation Plan Professional Services for the Project and seeks to submit a Proposal for the Project, for consideration by the RNC '638.

7. "Joint-Venture" means a group of two or more persons, businesses, firms, entities, or companies that has legally established a general partnership under shared control, for purposes of sharing capital, technology, human resources, risks and rewards, usually for a particular project or transaction; members of the Joint-Venture shall be equally exposed to full legal liability; a Joint-Venture is created through the legal procedures of creating a memorandum of understanding, a Joint-Venture agreement, any ancillary agreements, and obtaining approval from a state regulatory agency; a Joint-Venture is treated like a partnership for tax purposes.

8. "Proposal" means a statement, document, resume, or package listing all qualifications of an Interested Party to perform the Long Range Transportation Plan Professional Services desired for the Project, including licensing, certification, education, training, experience, prior projects, and other relevant information pertaining to the qualifications necessary and desired for performance of the Contract for the Project; a Proposal also includes a description of the methods and schedule by which the Interested Party plan to provide the desired Professional Services for Long Range Transportation Planning for the Project; a Proposal shall also include a Fee Offer for the Project.

9. "Fee Offer" means a statement of the fees or compensation that an Interested Party, if selected for the Contract Award for the Project, shall expect to receive as payment for satisfactory performance under such Contract; at the discretion of the Party submitting a Proposal, a Fee Offer may be in the form of a single total amount that the Party expects to receive as payment for the entirety of services fully performed under the Contract for the Project, or Fee Offer may be in the form of a series of separate amounts of payments, such as a Schedule of Values, Hourly Fee Schedule, or other similar incremental payment amounts.

10. "Planning/Engineering Firm" means a person, business, firm, entity, company, or Joint-Venture that performs the Long Range Transportation Plan Professional Services for the Project.

11. "Selected Planning/Engineering Firm" means the Planning/Engineering Firm who is ultimately selected by the RNC '638 for a Contract Award for the Project.

12. "Mandatory" means "must" or "shall" and identifies a required condition or event; failure to comply with Mandatory directive shall result in Disqualification of a Proposal or a Party.

13. "Distribution List" means a list of Interested Parties, prepared and maintained by RNC '638, who have timely submitted a Proposal for the Project; a Party must be eligible for a Contract Award for the Project in order to be included on the Distribution List.

14. "Selection Committee" means a group of no less than three (3) qualified persons of RNC '638 to review, evaluate, and rank all eligible Proposals and Parties, for a Contract Award for the Project.

15. "Determination" means a written decision of the Selection Committee or the Project Manager regarding any aspect of the Procurement for the Project.

16. "Responsible" (as applied to an Interested Party or Planning/Engineering Firm) means having an established reputation and track-record of excellent services and performance, proper education, training, licensing, certification, and/or experience, and full qualifications to satisfactorily perform the Contract for the Project.

17. "Responsive" (as applied to a Proposal) means having qualifications that are minimally sufficient or adequate to satisfy the Contract performance requirements for the Project; Responsive does not necessarily mean the Most Qualified, and does not guarantee that a particular Proposal will be selected for a Contract Award.

18. "Most Qualified" means more than minimally sufficient; more than adequate -

i. e., the highest/best of all Proposals or Parties being reviewed, evaluated, and ranked.

19. “Disqualified” means that a Proposal is considered Non-Responsive, and/or that a Party is considered Non-Responsible; “Disqualified” means that a Proposal is considered ineligible for consideration for Contract Award, and/or Party is deemed ineligible to receive a Contract Award; all such determinations described in this definition shall be in accordance with Section II.C herein (AUTHORITY TO INVESTIGATE).

20. “Contract” means a finalized, duly approved, written agreement between the RNC ‘638 and the Selected Planning/Engineering Firm, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of the awarded Planning/Engineering Firm for the Project.

21. “Contract Award” shall mean a formal award of a Contract by the RNC ‘638 for the Project to the most qualified Planning/Engineering firm, whose fee offer is within the maximum feasible cost.

n. PROCUREMENT TERMS AND CONDITIONS

A. GENERAL

1. RNC ‘638 authority. This RFP Package is issued by RNC ‘638. RNC ‘638 is the only office authorized to make copies of this RFP Package, to distribute this RFP Package, to amend this RFP Package, to cancel/withdraw this RFP, and to release any information, clarification, documents, or materials pertaining to the RFP or the Project.

2. Costs of submission. All costs incurred by Interested Parties in the preparation, reproduction, transmittal, delivery, or presentation of a Proposal, or any other documents or materials submitted in response to this RFP, shall be paid solely by such submitting Parties.

B. OWNERSHIP OF DOCUMENTS

1. All documents and materials contained in this RFP are the property of the RNC ‘638. All documents and materials contained in all submitted Proposals shall be the property of the RNC ‘638 and not be returned to the submitting Party unless the RFP is cancelled; all such documents and materials shall be either retained or discarded by RNC ‘638, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act (2 N.N.C. §81 et seq.).

C. AUTHORITY TO INVESTIGATE

1. The Project Manager and RNC ‘638 employees may make such inquiries and investigations of any persons or entities, as necessary and reasonable, to determine the Responsibility of any Interested Party, including eligibility for a Contract Award under RNC ‘638 or other applicable laws or regulations, and to determine the Responsiveness of any Proposal submitted for the Project. Interested Parties failing to submit any information, documents, or materials requested by the RNC ‘638, in a reasonable timely manner, shall be Disqualified from consideration for a Contract Award for the Project.

D. SUBMISSION OF PROPOSALS - DEADLINE

1. All Proposals submitted for consideration must be actually received by the RNC ‘638 Procurement Manager on or before 5:00 P.M. MDST on August 27th, 2021 at the

Chapter's Business Office, without exception. Any Proposal received after this deadline shall be Disqualified. The Procurement Manager shall record the exact time and date each Proposal is actually received, and all Proposals must be submitted to the Procurement Manager at the place identified on the front page of this RFP Package. All submitted Proposals must be sealed and the package/envelope must be clearly labeled "Do Not Open—RFP 2015-05 Long Range Transportation Plan Proposal" Proposals submitted by email or fax shall be Disqualified.

E. CONFIDENTIALITY

1. The contents of all Proposals and related materials shall be kept confidential until RNC '638 has issued a written notice of a Contract Award. At that time, all Proposals shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

F. SUBCONTRACTORS

1. The Selected Planning/Engineering Firm shall perform all work that may result from this Procurement and all payments under the Contract shall be directly made only to the Selected Planning/Engineering Firm. Use of subcontractors, suppliers, laborers, or other persons or parties identified in the submitted Proposal is permitted, but use of such persons or parties for the Project shall not exceed more than forty-nine (49%) of the total performance under the Contract. All such other persons or parties must be identified in the Proposal.

G. SELECTION COMMITTEE & EVALUATION

1. A Selection Committee shall be established for this Procurement. The Selection Committee shall perform the review, evaluation, and ranking of all eligible Proposals, and shall determine which Proposals are Responsive and which are Non-Responsive; a Responsive determination by the Selection Committee alone shall not guarantee a Contract Award, rather, the ultimate determination of eligibility for a Contract Award and ultimate selection of an Planning/Engineering Firm for a Contract Award shall be in accordance with 12 N.N.C. §346 and other applicable Navajo Nation laws.

H. ETHICS VIOLATIONS

1. The Navajo Nation Ethics in Government Law (2 N.N.C., §3741 et.seq.) imposes penalties for bribes, gratuities and kickbacks relating to any contract award or the Procurement process, and Interested Parties may be subject to such penalties for engaging in prohibited activity.

I. LICENSE REQUIREMENTS

1. The Interested Party must hold a current New Mexico professional license and submit a copy of the current New Mexico Professional Engineers License who shall be in responsible charge of the project and submit this proof with their Proposal. Licensure(s) may be considered a minimum required qualification, and non-licensed Parties shall be Disqualified.

J. PROPRIETARY INFORMATION

1. Any information included in a Proposal that the submitting Party desires to be treated as confidential must be put onto a separate page, and such page(s) must be clearly marked “proprietary” or “confidential” and must be easily separable from the entirety of the Proposal, in order to facilitate public inspection of the non-confidential portion of the proposal. Confidential data is restricted to confidential financial information qualifying as a Party’s trade secrets.

K. CORRECTIONS OR AMENDMENTS

1. If any Interested Party wishes to amend or revise any submitted Proposal, such is permitted so long as a final Proposal is submitted on or before the date of opening of Proposals set forth in Section II.E. herein; and any amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such.

L. WITHDRAWAL OF PROPOSAL

1. Any Party may withdraw its Proposal on or before the date of opening of Proposals set forth in Section II.E. herein; a withdrawal must be requested in writing signed by the duly authorized representative of the withdrawing Interested Party.

III. DESCRIPTION OF SERVICES DESIRED/SCOPE OF WORK

1. The Ramah Navajo Chapter and the Office of Grants and Contracts seeks to hire a qualified, professional planning and engineering firm for the modernization and development of the Chapter’s Long Range Transportation Plan(LRTP or LRP). Services required include: Public Involvement/Consultation with Planning Partners, Document and Assist in Establishing LRP Policy Goals and Objectives, Analyze Transportation System Conditions, Perform Needs Analysis, Assist in Setting Priorities, Provide Assistance in Establish a Funding Plan, Develop the Long Range Transportation Plan, Assist in Developing the Program and Provide guidance for Implementing and Monitoring the Long Range Transportation Plan. **A more detailed Scope of Work requested is provided in Appendix A.**

IV PROPOSAL REQUIREMENTS AND MANDATORY SUBMITTALS

A. PROPOSAL GUIDELINES

1. The following guidelines shall be adhered to by the Interested Party for consideration in the selection process of firms or individuals to perform Professional Services for the Project described. Proposals, which do not include all of the listed information, will be considered Disqualified and will not be evaluated by the Selection Committee.

a) Submission of Proposal. All Proposals must be received for review and evaluation, no later than August 27th, 2021 at 5:00 P.M. MDST. The date and time will be recorded on each Proposal. Interested Parties who are mailing their Proposals must allow sufficient time for mail delivery to ensure receipt by the time specified. Proposals by facsimile, email or any other method will NOT be accepted.

b) Late Receipts of Proposals. Late Proposals shall not be accepted. It is the responsibility of the Interested Party to ensure the proposal arrives at the

RNC '638 Procurement Office prior to the due date and time specified.

B. PROPOSAL FORMAT AND ORGANIZATION

1. This section describes the format and organization of the Interested Party's responses. Failure to conform to these guidelines may result in the disqualification of the Proposal.
2. Each Proposal submission must be submitted in two sections. The first section shall contain a Technical Proposal and the second section shall contain a Sealed Fee Offer (Cost Proposal).
3. **TECHNICAL PROPOSAL:**
 - a) **NUMBER OF PROPOSALS.** Interested Party shall deliver ONE (1) original plus FIVE (5) identical copies of their Proposal, to the location specified on or before the closing date and time for receipt of Proposals. ORIGINAL shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Interested Party's Proposals.
 - b) **PROPOSAL FORMAT.** All Proposals must be typewritten on standard 8 1/2x11 papers. The Proposal must be limited in format and length. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to maximum of twenty-five (25) pages (printed sheet faces) of text and/or graphic material. Tab sheets will not be included as part of the twenty-five (25) page limitation.

C. 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.

1. Letter of Submittal containing compliance/certification statements
2. Table of Contents
3. Technical Proposal (According to the Evaluation Criteria Areas Section V.B)
 - a) Qualifications and Experience
 - b) Prior Work History and References
 - c) Principle Business Location and Availability
 - d) Work Plan
 - e) Navajo Preference
4. Attachments (See Section IV.E for Mandatory Submittals)
5. Fee Offer—(Sealed Envelope)

D. FEE OFFER (COST PROPOSAL) (See Appendix B)

1. The Fee Offer must be in a SEALED ENVELOPE separate from the Technical Proposal marked "FEE OFFER-DO NOT OPEN". Only one (1) original sealed Fee Offer is required. The Fee Offer must consist of a complete and detail list of professional fees/rates, out-of-pocket and cost reimbursable expenses applicable to professional services. The 5% Navajo Sales Taxes and/or New Mexico Gross Receipts Tax will be applied to all invoices for services rendered. See Appendix B for Fee Offer Summary and Detailed Fee Offer Sample Format.

E. MANDATORY SUBMITTALS: All Proposals not including the Mandatory Submittal Requirements shall be Disqualified from evaluation and consideration for a Contract Award for the Project.

1. COMPLIANCE STATEMENT- The Selected Planning/Engineering Firm shall comply with any and all applicable laws, regulations, policies, funding grant provisions, or guidance governing this Procurement, including all applicable Navajo Nation laws and regulations as described in Section IV herein:

a) The submitted Proposal must include a Mandatory statement indicating acknowledgement and commitment to comply with the following:

(1) Applicable Navajo Nation and Federal laws, regulations, and Executive Orders relating to the enforcement of civil rights, anti-discrimination, equal opportunity, and Navajo or Indian preference;

(2) Applicable requirements of the Americans with Disabilities Act of 1990;

b) All Proposals not including the Mandatory compliance statement shall be Disqualified from consideration for a Contract Award for the Project.

2. NAVAJO NATION LAWS & REGULATIONS

a) All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Procurement for this Project, and shall govern the eligibility of all Interested Parties to be considered or eligible for a Contract Award. Applicable laws and regulations include, but are not limited to, to the following:

(1) Navajo Sovereign Immunity Act, as amended (1 N.N.C. §551 et seq.);

(2) Title 2 N.N.C. §222-223 (Contracts);

(3) Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 et seq.);

(4) Navajo Nation Procurement Act (12 N.N.C. 301-371);

(5) Navajo Nation Procurement Rules and Regulations (adopted by the Budget & Finance Committee of the Navajo Nation Council via Resolution No. BFD-192-03, dated December 16, 2003);

(6) Navajo Business and Procurement Act (12 N.N.C. §1501 et seq.);

3. SUBMITTAL LETTER. Proposals must be accompanied by a submittal letter. The submittal letter must:

a) Identify the submitting business. State the name and address of the organization's firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit). Subcontractors if any must be identified in a similar manner;

b) Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;

c) Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;

- d) Explicitly indicate acceptance of the Conditions Governing the Procurement of this RFP;
- e) Be executed (signed) by a person authorized to contractually obligate the Interested Party;
- f) Acknowledge receipt of any and all amendments to this RFP;
- g) Contain a statement indicating a commitment to comply and act in accordance with the Compliance Statement above in Section IV.E.1,2.

4. AFFIDAVIT OF NON-DEBARMENT AND NON-SUSPENSION (See Appendix C)

- a) The submitting Interested Party must include in its Proposal a completed and duly signed “Affidavit of Non-Debarment and Non-Suspension”.
- b) The Interested Party must certify to the best of their knowledge and belief that the Interested Party or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency or Indian tribe. The Interested Party will also certify they have not, within a three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local or tribal) contract or subcontract;
 - (2) Violation of federal or state antitrust statutes relating to the submission of offers;
 - (3) Commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.
- c) The Interested Party certifies they have not, within a three-year period preceding this RFP, had one or more contracts terminated for default by a federal, state, local or tribal agency.

5. Proof of current professional licensure(s);

6. Proof of current insurance coverage (Professional General Liability, Automobile Liability and Workers Compensation Insurance);

7. Navajo or Indian Preference certification(s);

8. I.R.S. W-9 FORM (See Appendix D)

- a) The submitting Interested Party must include in its Proposal a completed and signed I.R.S. Form W-9, which will be used by the RNC ‘638 to report all Contract payments to the I.R.S. All Proposals not including the Mandatory Form W-9 shall be Disqualified from consideration for a Contract Award for the Project.

9. AFFIDAVIT OF NON-COLLUSION (See Appendix E)
 - a) The submitting Interested Party must include in its Proposal a completed and duly signed “Affidavit of Non-Collusion” .
10. Other required certifications

V. EVALUATION CRITERIA

A. The Procurement Manager will screen Proposals received according to the criteria listed below for acceptance. Proposals that fail the screening will be rejected and returned to the Interested Party unrated.

1. Determine if the Proposal is received by the required due date and time.
2. Determine if the Proposal contains the Requirements and Submittals according to Section IV.

B. Evaluation Criteria. A maximum total of One-Hundred Points (100 points) are possible in scoring each Proposal for the evaluation. A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories as addressed in Appendix “A” Scope of Work. Interested Parties are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. Technical Evaluation—The Selection Committee will evaluate each qualifying proposal according to the following “Technical Evaluation” point system:

TECHNICAL EVALUATION POINTS	
40	Qualifications and Experience
20	Prior Work History and References
5	Principal Business Location
40	Work Plan
10	Navajo Preference
115	Total Possible Points/Technical Evaluations

C. Technical Evaluation - Each technical proposal that is received by the Chapter in accordance with identified timeframes will be independently evaluated in accordance with the Evaluation Criteria in this RFP.

- 1 • Interviews - Onsite Interviews, conference calls or other oral presentation(s) supporting the written proposal may be requested during the evaluation process. Interested Party may be asked to provide additional data or oral discussion for the purpose of addressing identified deficiencies in the technical proposal, clarify any ambiguities. After these presentations, Interested Party may be requested to submit revisions or a best and final offer.

D. In order to evaluate each Proposal received, the submitting Interested Party must provide adequate information in the following areas for their firm's staff and for each Sub-Contractor(s), Partners, and Joint-Venture Partners who will provide professional services to the RNC '638:

1. Professional Qualifications and Experience:

a) The Interested Party must submit a profile and statement of experience related to the "Scope of Work" outlined in Appendix "A". The statement of experience should describe how the Interested Party has applied expertise on past projects in the following areas:

- (1) Long Range Transportation Planning and Plans;
- (2) Experience with Native American LRTP's ;
- (3) Familiarity with the Chapter;
- (4) Experience with PL 93-638 Tribes;
- (5) Technical Expertise in knowledge of Bridges, Roadways, Studies, Access Planning and Land use, and Public Involvement with Tribes.
- (6) Capacity of the Firm and salient resources available to perform the requested services.

2. Prior Work History and References:

a) The Interested Party must provide evidence of firm's competence and familiarity with projects involving LRTP Professional Services for tribal governments. The Interested Party must provide adequate information on the following areas:

- (1) Working with tribes
- (2) Working with Federal Lands Agencies
- (3) Preparing LRTP ' s
- (4) Working with the Ramah Navajo Chapter either as a firm or an individual or when at another firm

b) Interested Party must submit at least THREE (3) client references that can attest to the Interested Party's performance of professional services for tribal governments. Each reference shall include the name of the person to contact, title, address, and the telephone number, who can describe, in some detail, the quality and substance of the services provided. The references should be relative to work performed in the last Three (3) Years of business. The Interested Party must also submit the same information for any subcontractors the Interested Party will use on this project.

3. Principle Business Location and Availability:

a) The Interested Party must provide its primary physical location and their technological means of communicating with the RNC '638. The Interested Party must also provide a statement of their ability to begin the project within approximately one month after the project is awarded or no later than September 30, 2015 .

4. Work Plan:

- a) Provide a Schedule that is based on the requested services and tasks. Highlight all major activities and milestone events. Identify expected review times from the Chapter, the Office of Grants and Contracts and other stakeholders that are required to participate in and review the LRTP.
 - b) Provide a narrative of your anticipated work plan required to complete the requested scope of work. Identify all requirements (codified regulations) needed for a PL93-638 tribe’s successful development and completion of a LRTP.
5. Navajo Preference:
- a) The Interested Party must provide a copy of their “Contract and Purchase Certification—Certificate of Eligibility” issued by the Navajo Nation Business Regulatory Department.
- E. Proposals with an average of Technical Evaluation Points above Eighty (80) shall be deemed qualified.

VI. CONTRACT DOCUMENTS & PROVISIONS

A. FORMAL RFP PROCEDURES

1. Because the services sought by the RNC ‘638 pursuant to this RFP involve selecting the most qualified Planning/Engineering Firm, a formal “Request For Proposals” with “Qualification-Based Selection” procurement procedures shall be implemented. There will be Navajo Preference in the review, evaluation, ranking and ultimate selection of a Proposal for this Project.

B. PROCEDURES FOR CONTRACT AWARD

1. The Contract shall be negotiated and awarded in accordance with 12 N.N.C. §346. Fees shall be negotiated based upon the Scope of Work, reimbursable costs, specific contractor requirements, the size and complexity of the Project as related to an approved fee schedule, and qualifications of the Planning/Engineering Firm. If negotiations are ultimately unsuccessful, RNC ‘638 may in its discretion decide to terminate negotiations and/or cancel this RFP.

C. CONTRACT DOCUMENTS

1. All Parties submitting Proposals are strongly encouraged to review all information, scope of work, documents contained in this RFP Package, prior to submitting a Proposal, since the Selected Planning/Engineering Firm shall be expected to adhere to all terms and conditions set forth in the Planning/Engineering Firm Contract (with special provisions noted in Subsection VI herein). The RNC ‘638 reserves the right to revise, amend or entirely replace any or all of the Planning/Engineering Firm Contract documents prior to execution by the Parties.

D. INDEMNIFICATION

1. The Selected Planning/Engineering Firm will be required to indemnify the RNC ‘638 and Navajo Nation, pursuant to the following Contract clause: “Planning/Engineering Firm agrees to hold harmless and indemnify the Ramah Navajo Chapter, Office of Grants & Contracts and Navajo Nation and its divisions, departments,

chapters, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with any work performed or services provided under this Contract, and any other related activities, by Planning/Engineering Firm, except for accident or injury arising out of Planning/Engineering Firm's performance of work or services that is determined to be professionally and adequately performed with the due competence and professional skill generally exercised in the Planning/Engineering Firm's professional service industry and in accordance with applicable industry standards set forth in relevant laws and regulations of the Navajo Nation, the Federal Government, or the State of New Mexico."

E. NAVAJO NATION LAWS & REGULATIONS

1. All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Contract awarded to the Selected Planning/Engineering Firm and all performance under said Contract. Applicable laws and regulations include, but are not limited to, the following:

- a) Navajo Sovereign Immunity Act, as amended (1 N.N.C., §551 et seq.);
- b) Navajo Nation Arbitration Act, as amended (7 N.N.C., § 1101 et seq.);
- c) Navajo Business and Procurement Act (12 N.N.C., § 1501 et seq.);
- d) Navajo Nation Sales Tax (24 N.N.C., §601 et seq.);
- e) Navajo Preference in Employment Act (15 N.N.C., §601 et seq.) (Navajo preference in hiring).

F. Funding grants. The Planning/Engineering Firm shall comply with any and all applicable laws, regulations, policies, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project, or to performance under the Contract, or to any funding agreement for the Project and shall assist the RNC '638 in timely meeting all such requirements as necessary.

VII. RNC '638 DISCLAIMERS

A. RIGHT TO CANCEL THIS RFP

1. In accordance with the Navajo Nation Procurement Regulations, at any time prior to a final Contract Award, RNC '638 and/or Navajo Nation may cancel this RFP for any of the reasons set forth in Section VII, as follows:

- a) Inadequate or ambiguous specifications were cited in the RFP Package;
- b) Specifications or descriptions for the Scope of Work have been revised;
- c) The services are no longer required;
- d) The RFP Package did not provide for consideration of all factors of cost to the RNC '638;
- e) All Proposals received indicate that the needs of the RNC '638 can be satisfied by a less expensive service differing from that described in the RFP Package;
- f) All Proposals received exceed the Maximum Feasible Price (budget), even after a reasonable negotiation process;
- g) Submitted Proposals were not the result of open competition, were collusive, contained fraudulent statements or information, contained any material

misrepresentation, or were submitted in bad faith;

h) Cancellation is in the best interest of the RNC '638 or Navajo Nation;

i) A determination to cancel this RFP shall be published in the same manner as the initial RFP advertisement, and such cancellation shall be mailed or faxed to all Parties on the Distribution List. Upon cancellation, all Proposals shall be returned to a submitting Party upon written request by such Party.

B. APPROPRIATIONS REQUIRED

1. No Contract Award shall be made to any Party if there are not sufficient appropriations or authorizations regarding the Project, and any awarded Contract may be terminated if such appropriations or authorizations are lacking. The determination whether sufficient appropriations or authorizations are present is at the sole discretion of the RNC '638.

C. RIGHT TO WAIVE IRREGULARITIES

1. RNC '638, at its discretion, may determine that any error, irregularity, or other misinformation contained in any Proposal is of a minor consequence and RNC '638 may then waive any Mandatory requirement set forth in this RFP Package, except for the Mandatory site meeting, provided that such waiver does not materially affect the objective character of the Procurement process.

D. RIGHT TO DISQUALIFY

1. The RNC '638 or the Navajo Nation reserves its right to Disqualify any Proposal or any Party from consideration for a Contract Award for the Project, if such Party has previously failed to satisfactorily perform any previous project or any previous contract with the RNC '638, Navajo Nation or any other governmental entity, has failed to timely submit required documents or information, or has caused the RNC '638 or Navajo Nation to incur unreasonable expense regarding the consideration of its Proposal.

E. RIGHT TO REFUSE CONTRACT

1. The RNC '638 reserves its right to refuse to execute a Contract for the Project if the Navajo Nation Planning/Engineering Firm General, or his/her designee, determines in writing that any of the following has occurred prior to the RNC '638 execution of this Contract:

a) Lack of documents; the RNC '638 has not received all required supporting documents, or other reasonably requested information; or,

b) Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related pre-Procurement activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,

c) Ineligibility; the Planning/Engineering Firm, or any other related person or firm, is ineligible for the awarding of this Contract, pursuant to applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,

d) Change to Scope Of Work or other requirements; there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in this RFP Package or in any addenda; in which case additional procedures under Section VIII of the Navajo Nation Procurement Rules and

Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,

e) Change to Budget/MFP; there has been a revision (whether increase or decrease) of the Maximum Feasible Price that was originally established by the RNC '638 prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,

f) Protest filed; a protest has been timely filed in accordance with 12 N.N.C. §360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. §360(F); or,

g) RNC '638 or Navajo Nation's interest; the Navajo Nation Planning/Engineering Firm General, or his/her designee, determines in writing that refusal to enter into this Contract is in the best interest of the RNC '638.