

TOHONO O'ODHAM NATION

REQUEST FOR PROPOSAL

**2022 – PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT / ROADS / ON-CALL
ENGINEERING SERVICES – 03182022**



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PART I – THE SOLICITATION

TOHONO O’ODHAM NATION

The Tohono O’odham Nation (Nation) is a federally-recognized Native American tribe made up of 11 districts that includes approximately 33,643 members occupying tribal lands located within the Sonoran Desert in Southwestern Arizona. The Nation’s four non-contiguous segments is the second largest reservation in Arizona in both population and geographical size, with a land base of 2.8 million acres and 4,460 square miles, approximately the size of the State of Connecticut.

The largest community, Sells, functions as the Nation’s capital. Boundaries begin south of Casa Grande and encompass parts of Pinal, Pima and Maricopa Counties before continuing south into Mexico. San Xavier is the second largest land base, and contains 71,095 acres just south of the City of Tucson. Smaller parcels include San Lucy District located near the city of Gila Bend and Florence Village, which is located near the city of Florence. The landscape is consistently compelling: a wide desert valley interspersed with plains and marked by mountains that rise abruptly to nearly 8,000 feet.

The overall functions of the Executive Branch, to include Administrative Offices, Public Safety, Planning & Economic Development, Natural Resources, Health & Human Services, Membership Services, Education and Water Resources departments, is to oversee the implementation of all laws, ordinances, resolutions and rules made by the Tohono O’odham Council.

REQUIREMENT

- **General Information**

Type of Service – Tohono O’odham Nation (TON) Planning and Economic Development Department (PEDD) Roads Program is requesting qualifications from qualified firms to provide comprehensive, full-service professional On-Call Engineering Services throughout the Tohono O’odham Nation located in Southern Arizona. Engineering services for these on-call projects include but are not limited to the following:

The following summarizes the primary tasks to be provided by the consultant under this service:

1. Transportation Planning –

- a) Review the Tohono O’odham Roads Program’s traffic data and reporting system database and provide recommendations on Geographic Information System (GIS) database management.
- b) Assist the Tohono O’odham Roads Program in evaluating the current Regional Transportation Plan based on 11 Regions across the Tohono O’odham Nation and developing a Regional Transportation Plan that addresses regional road construction project priorities and road maintenance plans. Work would also include presenting the Regional Transportation Plan to District Councils, Office of the Chairman, Legislative Oversight Committee, Tohono O’odham Nation Legislative Council, County DOT’s, BIA DOT, School Districts, and community stakeholders.
- c) Assist the Tohono O’odham Roads Program in developing the Tohono O’odham Nation Annual Tribal Transportation Improvement Program (TTIP) in accordance with the transportation planning process and 25 CFR Part 170, Subpart C and D. This process will also include formulating the data to be used to prioritize road improvement projects for the entire Tohono O’odham Nation.
- d) Assist the Tohono O’odham Roads Program in programming current and future road improvement projects based on the Tohono O’odham Nation’s 5-Year TTIP.

- e) Assist the Tohono O'odham Roads Program in developing project scoping reports for projects funded by the Tohono O'odham Nation's PEDD Administration and the Tribal Transportation Program. Consultant shall prepare a Scoping Report that includes Purpose and Need; Scope of Work; Estimated Cost; Environmental Overview; and relevant project data.
- f) Assist the Tohono O'odham Roads Program to secure Planning Assistance for Rural Areas (PARA) funds for transportation planning activities within the State of Arizona
- g) Assist the Tohono O'odham Roads Program to secure Highway Safety Program funds from the BIA, FHWA Tribal Transportation Program, and State Roads Program Safety Programs to implement traffic safety projects that are designed to reduce traffic crashes and their resulting fatalities, injuries, and property damage within the Tohono O'odham Nation.
- h) Assist the Tohono O'odham Roads Program to develop a Transportation Asset Management program that collects information on road conditions, signage, bridges, culverts, and other transportation-related assets.

2. Project Management –

- a) Provide project management expertise to assist the Tohono O'odham Roads Program in administering the Tohono O'odham Nation's TTIP programs for road construction and road maintenance activities. This task will include evaluating existing projects and assisting with project completion. Management activities may include coordination with the BIA Roads Program, State, Counties, and other project stakeholders.
- b) Provide short term and long-term roadway improvement projects that will improve earth/dirt roads using gravel, soil stabilizer, and chip seal treatments, including culvert installations and low water crossings to improve drainage. This dirt road improvement plan will be constructed by a third-party contractor. Project activities would include scoping; cost estimating; drainage, archaeological, and environmental studies; determining size and quantity of materials; acquiring all necessary permits to construct the project; and preparation of construction bid documents.
- c) Project coordination with the BIA, Tribal Officials, Consultants, Tohono O'odham Nation regulatory departments, external agencies, and other stakeholders.
- d) Management of project scope, budget, schedule, and quality assurance/quality control.
- e) Conduct project scoping, update/status, plan-in-hand, and public involvement meetings. Provide minutes of all meetings, including a summary of comments and corresponding responses with 5 days of each meeting.
- f) Provide leadership and technical recommendations in project decision making that affects the development and timely delivery of all deliverables to the Tohono O'odham Roads Program.
- g) Provide plan review services for roadway improvement or development projects that impact Tohono O'odham Roads Program transportation facilities.

3. Highway Engineering –

- a) Provide a Licensed Surveyor who shall be responsible for obtaining and preparing data needed to develop and prepare the following:
 - i. Conduct survey control, monumentation survey, boundary survey, and location survey.
 - ii. Provide aerial photography services that include digital ortho-photos, design level survey, aerial mapping, and digital terrain model (DTM).
 - iii. Develop right-of-way mapping and prepare legal descriptions for acquisition of roadway right-of-way and temporary construction easements through tribal trust land, tribal fee land, Indian allotment land, Bureau of Land Management (BLM) and State land.
 - iv. Conduct topographical ground surveys to provide final design plan and profile, and cross section data for miscellaneous roadway and drainage features.
 - v. Conduct utility research and provide utility information on roadway and drainage plans.
 - vi. Provide copies of field survey notes, utility maps, sketches, plats, documents, aerial photography, ground control maps, aerial triangulation data, and reference material used to complete the survey work.
 - vii. Survey, DTM, Ortho-photos and legal descriptions must be provided in AutoCAD or MicroStation current version, Inroads & Survey Select current versions, ArcView Shapefile, ArcGIS geodatabase (ESRI), and Microsoft Word (.doc format).
 - viii. Conduct construction staking for roadway and drainage projects.
- b) Provide project scoping, reconnaissance field work, conceptual design, and project assessment report services to identify scope of work, environmental requirements, budget, and schedule.

- c) Provide analysis and design of drainage structures associated with road construction and road maintenance projects. The consultant shall be responsible for obtaining and preparing data needed to develop and prepare the following:
 - i. Conduct hydrologic analysis using all approved methodologies ranging from the national method to the use of US Geological Survey (USGS) regression equations to the development of more complex HEC-HMS watershed models.
 - ii. Conduct hydraulic analysis to size culverts, low water crossings, drainage channels, roadside ditches, spillways, energy dissipaters and other drainage-related structures.
 - iii. Conduct flood plain, channel scour, bridge scour, sedimentation, and erosion analyses design recommendations.
 - iv. Prepare Storm Water Pollution Prevention Plans for roadway construction and maintenance projects in accordance with the Clean Water Act, Section 402 compliance.
- d) Conduct utility research and coordination, provide utility conflict resolution and prepare utility relocation plans and agreements.
- e) Prepare preliminary design and line and grade studies for proposed roadway improvements.
- f) Conduct public involvement meetings to inform District leadership and community stakeholders about project scope, progress, public input, and schedule. Consultant should have a Tohono O'odham translator on the team to communicate project information and solicit input from Tohono O'odham-speaking community members.
- g) Conduct Progress/Plan Review meetings and Plan-in-Hand field reviews during the Preliminary Engineering Design Phase.
- h) Provide all engineering services required for the preparation of complete final design plans, specifications and engineer's estimates (PS&E) for proposed roadway improvements.
- i) Complete all applications for right-of-way or easement withdrawals as submitted by the Tohono O'odham Roads Program. The consultant shall conduct all title searches, to determine land ownership and current land use, to acquire all required Tribal consents necessary for the granting of right-of-way on all tribal trust and Indian Allotment lands associated with a Tohono O'odham Roads Program Road or bridge project, and to conduct all field investigations with time frames provided which will allow each project to be constructed. All work shall be performed in accordance with 25 CFR Part 169 and Tohono O'odham Nation Realty Office tribal consent/approval process for rights-of-way on tribal trust lands.
- j) Assist the Tohono O'odham Roads Program with the administration of construction bid process, bid evaluation, contract development, and contract negotiations.

4. Traffic Engineering –

- a) Utilize the Tohono O'odham Road Program's traffic data and reporting system and provide recommendations on utilizing context-sensitive design principles in performance of tasks such as reconnaissance and conceptual studies, traffic forecasting, traffic impact analysis, safety reviews and analysis, and road safety assessments.
- b) Provide all engineering services required for complete design of roundabouts.
- c) Prepare signing, pavement marking, street lighting, traffic signal, and traffic control plans.
- d) Provide traffic plan review and traffic study review services for roadway improvements or development projects that impact Tohono O'odham Roads Program or BIA transportation facilities.

5. Geotechnical Engineering –

- a) Provide comprehensive identification of geologic hazards through surface and subsurface investigations and recommendations for shallow and deep foundation design, retaining wall design, earthwork shrink/swell, earthwork cut and fill slopes, soil and rock slope stability and excavation methods, and material source identification.
- b) Provide pavement structural section design recommendations. Analysis shall include traffic counts and classification, boring logs, soil properties and support capabilities, and pavement design based on the current American Association of State Highway and Transportation (AASHTO) Guide for Design of Pavement Structure.
- c) Provide subgrade soil stabilization and structural section recommendations for gravel road improvements.
- d) Provide quality assurance and quality control (QA/QC) testing of materials during road construction.

6. Structural Engineering –

- a) Provide bridge, retaining wall and drainage structure design and analysis activities, including preparation of structure selection reports, plans and specifications.
- b) Provide bridge inspection services of existing tribal-owned bridges in accordance with the National Bridge Inspection Standards and their conditions recorded in the FHWA National Bridge Inventory.
- c) Post design structural services such as shop drawing reviews and inspections during construction.

7. Environmental and Cultural Resources –

- a) The level of environmental work will be determined based on the scope of work and shall comply with federal and state law including, but not limited to the National Environmental Policy Act (NEPA) which requires the identification and assessment of impacts associated with a proposed action, and mitigation of impacts if necessary.
- b) All Tohono O’odham Nation Cultural Resource Laws in accordance with Tohono O’odham Nation Cultural Resources Protection Act (NNCRPA); and all other Federal Laws including, but not limited to: Archaeological Resources Protection Act (ARPA), National Historic Preservation Act (HNPA)-Section 106 process, National Register of Historic Places (NRHP), and the Antiquities Act of 1906.
- c) Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities and any agency that may have permit authority for project activities. The appropriate Tohono O’odham Nation, county, state and federal agencies, the public and other interested agencies will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the design development of the project.
- d) Public Involvement Plans (PIP), when applicable, shall be submitted to the appropriate Agency through the Tohono O’odham Roads Program Project Administrator prior to the first public information meeting. Public information meetings will be held to solicit comments and concerns from local stakeholders, affected agencies, and the traveling public to evaluate valid recommendations for inclusion in the design of a project prior to construction.
- e) Provide environmental compliance services such as, but not limited to, studies, recommendations, and reports for wetlands, threatened and endangered species, sensitive species, cultural and historical resources, socio-economic effects, hazardous materials, wild and scenic rivers, wildlife and fisheries, noise, visual quality, water quality, air quality, land use, floodplain, environmental justice, cumulative and indirect effects, mitigation for impacts, and interagency coordination of environmental concerns and participation and coordination of public involvement meetings and hearings.
- f) Environmental documentation will consist of consultations with all Tohono O’odham Nation Environmental Protection Agency Departments; and Tohono O’odham Nation Water Management Branch – Floodplain Section. The consultant will provide the departments a consultation letter stating project (BOP) and ending of project (EOP) GPS coordinate locations, and map of the project location.
- g) Biological documentation will consist of a letter to the Tohono O’odham Nation Natural Resources Department, Wildlife and Vegetation Program requesting for a species listing and includes a project description, length of project, District precinct, county, state, BOP and EOP GPS coordinate locations, and map of the project location. Consultation and field survey work shall be in accordance with the Tohono O’odham Nation, Natural Resources Department, Wildlife and Vegetation Program compliance form.
- h) Conduct through research through the archives of the Tohono O’odham Nation Historic Preservation Department and the Traditional Cultural Property Office to ensure that any prior work within the proposed project areas have been thoroughly documented and included within the project report and/or update fully, with their own stipulations for compliance and are adhered to respectively.
- i) The Tohono O’odham Nation Natural Resources Department, Cultural Affairs Program Fieldwork Standards and Guidelines will be adhered to when conducting the cultural resources work.
- j) Cultural resources inventory reports will include a complete ethnography completed by a qualified ethnographer with an appropriate Tohono O’odham translator or must themselves be fluent in the Tohono O’odham language.
- k) All burials and funerary remains will also have the appropriate burial forms completed in accordance with the Tohono O’odham Cultural Affairs Program policies and guidelines.
- l) Prepare reports and decision-making documents required for the National Environmental Policy Act (e.g., categorical exclusions; environmental assessments; environmental impact statements).
- m) If necessary, address FHWA Section 4 (f) provisions.
- n) Develop and secure Corps of Engineers Section 404 permits, 401 certifications and other necessary project permits.

8. Construction Management –

- a) Provide leadership and overall management of the project through the various construction phases in close coordination with the Tohono O'odham Roads Program, BIA, States, Counties, and other internal and external entities.
- b) Provide Construction Engineering services for federally funded Tribal Transportation Program construction projects in accordance with Tribal Transportation Program Delivery Guide – 2017, FHWA's Office of Federal Lands Highway.
- c) Provide QA/QC and close coordination of the Construction Contractor's work including project progress, inspection, scheduling of work, budgeting, schedule of values, progress payments, progress reporting, modifications, issuing non-compliance notices, project and involvement and leadership in project decision making that affect the overall success, quality, and timely completion of the construction project.
- d) Prepare written punch list, certificates of completion and other necessary construction close out documents. Coordinate project scheduling and final inspection with the contractor to minimize delays.

9. Road Maintenance –

- a) Assist the Tohono O'odham Roads Program in the development of a pavement preservation program that addresses preventive maintenance, surface rehabilitation, overlays, and complete rehabilitation. The work may include assessing the existing pavement condition, determine short- and long-term repair and rehabilitation efforts to maintain pavements, and provide recommendations to develop a program to meet these pavement needs.
- b) Conduct a review of all agencies (BIA, Counties, Districts and School Districts) currently performing road maintenance activities on earth/dirt, gravel and paved roads with the boundaries of the Tohono O'odham Nation and provide recommendations for incorporating these agencies activities within an overall comprehensive Tohono O'odham Nation Road Maintenance Plan for Earth/Dirt, Gravel, and Paved Roads.
- c) Develop a comprehensive road maintenance management and delivery system. The consultant shall assist the Tohono O'odham Roads Program in selecting a computer-based road maintenance software system that will allow the Tohono O'odham Roads Program to Plan, schedule, deliver, budget, and archive their road maintenance activities.
- d) Develop a comprehensive Tohono O'odham Nation Road Maintenance Standards and Specifications Manual for maintaining and improving earth/dirt, gravel, and paved roads, including standards and specifications for the installation of drainage crossings.

10. Gravel Pit and Sand/Borrow Site Development –

- a) Provide as-needed planning, engineering design, environmental compliance, sand and gravel lease application services for the establishment of gravel pits and sand/borrow material sources across the Tohono O'odham Nation.
- b) Identify potential gravel pit and sand/borrow sites and conduct a detailed site analysis to develop preliminary site plan, access roads, staging areas, environmental overview, surface sampling and testing investigation, and recommendations for further site investigation.
- c) Once a site is selected for further investigation, the consultant will obtain permission to survey, conduct exploratory drilling and testing of material, conduct surveys, develop plat and legal descriptions, coordinate environmental and archaeological with appropriate agencies to obtain environmental clearances for the site and access roads, develop mining and reclamation plan, and assist with preparation of Sand and Gravel Lease application for review and approval by Tohono O'odham Nation Natural Resources Department Mineral Resources Program and the Bureau of Indian Affairs.
- d) Conduct public involvement meetings to inform District leadership and community stakeholders about project planning, scope, progress, public input, and schedule.
- e) Obtain all necessary permits on behalf of the Tohono O'odham Roads Program; and obtaining approvals from the Host District, Department of Natural Resources, Cultural Affairs Program, Wildlife and Vegetation Program; Department of Public Safety, Environmental Protection Office, Department of Water Resources, and the Bureau of Indian Affairs.
- f) Provide guidance and technical support with regards to Tohono O'odham Roads Program conducting gravel pit operation using their own personnel and equipment or outsourcing gravel pit operations to a third-party contractor.

11. Airport Planning and Engineering –

- a) Provide as-needed airport/airfield maintenance, planning, engineering design, and construction administration services for minor runway, taxiway, and parking lot construction.
- b) Provide project management expertise to assist in Airport Management. This task will include evaluating existing projects and assisting with project completion. Management activities may include coordination with the project stakeholders.
- c) The selected firms will be required to coordinate with the Tohono O’odham Roads Program’s selected Federal Aviation Administration-funded Airport Improvement Program (AIP) firm, as well as with the Arizona Department of Transportation funded projects and other funding agencies.
- d) This RFP does not conform to Advisory Circular 150/5100-14D, “Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects”. Consulting firms selected using this solicitation process would not be eligible for AIP-funded projects. As the Tohono O’odham Roads Program submits AIP Grant Applications, we will follow the selection criterion for each FAA-funded AIP project.
- e) Provide short term and long-term airport/airfield improvement. Project planning would include drainage, archaeological, and environmental studies; determining size and quantity of materials; and acquiring all necessary permits for each airport/airfield project. All airport work will be designed in accordance with Federal Aviation Administration Advisory Circulars.
- f) Project coordination with the BIA, District officials, consultants, Tohono O’odham Nation regulatory departments, external agencies, and other stakeholders.
- g) Management of project scope, budget, schedule, and quality assurance/quality control.
- h) Conduct project scoping, update/status, plan-in-hand, and public involvement meetings. Provide minutes of all meetings, including a summary of comments and corresponding responses with 5 days of each meeting.
- i) Provide leadership in project decision making that affects the development and timely delivery of all deliverables to the Tohono O’odham Roads Program.
- j) Conduct utility research and coordination, provide utility conflict resolution and prepare utility relocation plans and agreements, in consultation with appropriate utility provider(s).
- k) Provide analysis and design of drainage structures. The consultant shall be responsible for obtaining and preparing data needed to develop and prepare the following:
 - l) Conduct hydrologic analysis using all approved methodologies ranging from the rational method to the use of US Geological Survey (USGS) regression equations to the development of more complex HEC-HMS watershed models.
 - m) Conduct hydraulic analysis to size culverts, drainage channels, roadside ditches, spillways, energy dissipaters, and other drainage-related structures.
 - n) Conduct flood plain, channel scour, bridge scour, sedimentation, and erosion analyses and design recommendations.
 - o) Prepare Storm Water Pollution Prevention Plans and maintenance projects in accordance with the Clean Water Act, Section 402 compliance.
- p) Provide airport/airfield environmental compliance services such as, but not limited to, studies, recommendations, and reports for wetlands, threatened and endangered species, sensitive species, cultural and historical resources, socio-economic effects, hazardous materials, wild and scenic rivers, wildlife and fisheries, noise, visual quality, water quality, air quality, land use, floodplain, environmental justice, cumulative and indirect effects, mitigation for impacts, and interagency coordination of environmental concerns and participation and coordination of public involvement meetings and hearings.
- q) Prepare reports and decision-making documents required for the National Environmental Policy Act (e.g., categorical exclusions; environmental assessments; environmental impact statements).
- r) Develop and secure Corps of Engineers Section 404 permits, 401 certifications and other necessary project permits.
- s) Provide journey-level electrical maintenance work in installation, repair, and alteration of airfield high voltage electrical equipment. Includes, but not limited to: Performing preventative maintenance on electrical systems, lighting, and controls.

CERTIFICATION OF OFFER

By submitting this offer in response to the Tohono O'odham Nation Request for Proposal #2022-Planning & Economic Development Department / Roads / On-Call Engineering Services - 03182022, the offeror certifies the following:

- (1) The proposal is signed by an authorized representative of the firm;
- (2) The consultant has read and understands all the conditions set forth in this solicitation and agrees to them with no exceptions.

Signature of Authorized Representative

Printed Name

Title

Company Name/Address

Telephone Number

Date

PART III – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS

TAXPAYER IDENTIFICATION NUMBER/CERTIFICATION

All offerors must submit the information required by Internal Revenue Service (IRS) Form W-9, also known as “Request for Taxpayer Identification Number and Certification”, used by the offeror in reporting income tax and other returns. The failure or refusal to furnish the information may result in rejection of the offer a nonresponsive to this solicitation.

SMALL BUSINESS REPRESENTATION

- (a) *Representation.* The bidder represents as part of its offer that it **is**, **is not** a small business concern.
- (b) “Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

MINORITY-OWNED BUSINESS REPRESENTATION

- (a) *Representations.* The bidder represents that it **is**, **is not** a minority-owned business. The bidder represents that it **is**, **is not** a Native American owned business.

WOMEN-OWNED BUSINESS REPRESENTATION

- (a) *Representation.* The bidder represents that it **is**, **is not** a women-owned small business concern.
- (b) *Definition.* “Women-owned,” as used in this provision means, small business that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, a woman or women who are citizens of the United States

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
 - (i) The Offeror and/or any of its Principals-
 - (A) **Are** **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) **Have** **have not** , within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or

State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) **Are** **are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) **Have** , **have not** , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror **has** **has not** , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Nation, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PART IV - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

EXPLANATION TO PROSPECTIVE BIDDERS

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

AMENDMENTS TO REQUEST FOR OFFERS

- (a) If this solicitation is amended, all terms and conditions, which are not modified, shall remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment or (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer. The Nation must receive this acknowledgement by the time and at the place specified for receipt of offers.

PREPARATION OF OFFERS

- (a) Each prospective bidder shall furnish all the information required by this solicitation document. Bidders shall sign the offer and print or type its name where indicated. Erasures or other changes shall be initialed and dated by the bidder. Offers signed by an agent shall be accompanied by evidence of that agent's authority.
- (b) For each item offered, prospective bidders shall clearly indicate the unit price, including packaging, packing and delivery, if applicable.
- (c) Descriptive Literature. "Descriptive literature," as used in this provision, means information furnished by a bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.
 - (1) Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as-
 - (i) Design;
 - (ii) Materials;
 - (iii) Components;
 - (iv) Performance characteristics; and
 - (v) Methods of manufacture, assembly, construction, or operation.
 - (2) Descriptive literature, required elsewhere in this solicitation, shall be-
 - (i) Identified to show the item(s) of the offer to which it applies; and

- (ii) Received by the time specified in this solicitation.
- (3) If the bidder fails to submit descriptive literature on time, the Nation will reject the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.
- (4) If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, the Nation will reject the bid.
- (d) Offers for supplies or services not specified will not be considered.

SUBMISSION OF OFFERS

- (a) Signed and dated offers shall be submitted at or before the exact time specified in this solicitation in sealed envelopes or packages to the **Tohono O'odham Nation, General Support Services/Accounting Office, ATTN: Laida Espuma, Purchasing Agent - PURCHASING - P.O. Box 837, Sells, Arizona 85634.** At a minimum, offers must show—
 - (1) The solicitation number;
 - (2) the time specified in the solicitation for receipt of offers;
 - (3) the name, address and telephone number of the bidder;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation, to include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Completed representations and certifications as indicated in Part III of this solicitation;
 - (7) Must provide the following in solicitation:
 - Proof of registration with the State of Arizona Board of Technical Registration either for firm or per engineering staff
 - Copy of State or Local Business Licenses
 - Copy of Updated Liability Insurance
 - Copy of Resumes for Key Personal
 - Copy of a Signed W9 form
 - (8) Acknowledgement of Solicitation Amendments; and
 - (9) Past Performance information to include recent and relevant contracts for the same or similar items and other references to include contract numbers, points of contact with telephone numbers and other relevant information.
- (b) **Provide 5 copies of bid offers**
- (c) **Offers are due by April 18th, 2022 @ 5pm (MST) ** Overnight mail delivery is not guaranteed in the Sells vicinity.**
- (d) Facsimile or emailed offers, modifications, or withdrawals, will not be considered.
- (e) **Contact with personnel of the Nation other than the Purchasing Agent regarding this request for offer may be grounds for elimination from the selection process.**

LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS

- (a) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Nation office designated in the solicitation by the time specified in the solicitation.
- (b) Any offer, modification, revision, or withdrawal of an offer received at the office designated in this solicitation after the exact time specified herein for receipt is considered “late” and will not be considered.
- (c) Any modification or withdrawal of an offer is subject to the same conditions as in paragraph (a) of this provision.
- (d) The only acceptable evidence to establish the time of receipt at the Nation’s offices is the time/date stamp of that office on the offer envelope or other documentary evidence of receipt maintained by the office.
- (e) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Nation will be considered at any time it is received before an award is made and may be accepted.
- (f) Offers may be withdrawn by written notice received at any time before the exact time set of receipt of offers.

MULTIPLE OFFERS

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items, or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

PERIOD FOR ACCEPTANCE OF OFFERS

The bidder agrees to hold prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

EVALUATION OF BIDS FOR MULTIPLE AWARDS

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Nation that might result from making more than one award (multiple awards). Individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Nation.

CONTRACT AWARD

- (a) The Tohono O’odham Nation will evaluate offers in response to this solicitation and will award a contract without discussions to the responsible bidder whose offer, conforming to the solicitation, will be most advantageous to the Nation considering price and other non-

price related factors. However, the Nation reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

- (b) The Tohono O’odham Nation may (a) reject any or all offers, (b) accept other than the lowest priced offers, and (c) waive informalities or minor irregularities in offers received.
- (c) The Tohono O’odham Nation may reject an offer as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Nation even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- (d) Tohono O’odham Roads Program will retain the services of at least two (2) of the top-rated firms on an as-needed basis. Upon selection, the firm will be notified, however, no contract will be entered in until the Tohono O’odham Roads Program requires such services. When a need is established by the Tohono O’odham Roads Program, a Scope of Work along with a detailed fee proposal shall be prepared by the selected firm according to the task order and approved billing rates. Upon Tohono O’odham Roads Program acceptance of the scope of work and fee proposal provided by the firm, a contract will be issued. The contract shall be effective from the executed date of the contract between the Tohono O’odham Nation and the firm. Questions regarding the submitted Contract Billing Rates will be addressed during this time. Failure to address any questions adequately by the firm shall result in cancellation of the offer. However, this cancellation will not negatively affect the other qualified firm. The Tohono O’odham Roads Program will offer the contract to the next highest rated and ranked firm on an as-needed basis.
- (e) The Tohono O’odham Nation reserves the right to require the use of a particular contract document or to incorporate contract provisions which are based on applicable requirements, such as, Tohono O’odham Nation Laws, Federal, State, and local requirements, etc. into the contract documents, including other provisions of the Tohono O’odham Nation.
- (f) The on-call services will be valid for a five (5) year period and shall be valid upon selection and notification of the selected firm. Response to the Request for Proposal, including the Contract Billing Rates, will be considered as a commitment from ninety (90) days after the date of receipt of the proposal.
- (g) The Tohono O’odham Roads Program will issue a Notice to Proceed to the firm upon execution of the contract. No work shall be performed by the firm until such notice is given by Tohono O’odham Roads Program. The Tohono O’odham Roads Program is not liable for any costs incurred by the firm prior to issuance of a signed contract award for on-call engineering services.

INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS

As a part of any contract arising from this Request of Proposal, the successful firm shall be required to obtain at its own expense, and maintain in force at all times during its performance of any aspect of the contract the policies of insurance described in Attachment A of this Request of Proposal in such form and with such insurer(s) as is satisfactory to the Nation. Where specific

limits are shown, they shall be the minimum acceptable limits which the Nation may choose to increase prior to final contract execution.

MULTIPLE AWARDS

The Nation may accept any item or group of items of an offer, unless the bidder qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Nation reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the offer.

ATTACHMENT A

ATTACHMENT A

INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS

The successful firm shall provide proof and maintain, at its own expense, acceptable evidence of financial responsibility (insurance, fully funded self-insurance, financial guarantee bond, cash bond, or letter of credit) with the following terms and conditions:

- I. General Liability, in a form* which includes the following types of coverages:
 - a) Premises/Operations;
 - b) Products and completed operations;
 - c) Broad form property damage;
 - d) Personal & advertising injury;
 - e) Contractual liability;
 - f) Independent contractors;
 - g) Limit: Not less than \$1,000,000 bodily injury and property damage combined single limit and \$2,000,000 aggregate.

*If the policy form used is other than commercial general liability (e.g., manufacturers' & contractors' form; owners', landlords' & tenants' form, etc.), the policy must be endorsed to include above coverages b, e, and f, applicable to this contract.

- II. Automobile Liability, to include the following coverages:
 - a) Owned auto liability;
 - b) Non-owned auto liability;
 - c) Hired auto liability (when applicable);
 - d) Limit: Not less than \$1,000,000 bodily injury and property damage combined single limit.
- III. Workers' Compensation and Employer's Liability
 - a) Statutory Workers' Compensation limit, as required or prescribed by law, with
 - b) Minimum Employer's Liability limit of \$500,000 for accidental bodily injury, or death, or for occupational disease.
 - c) Organizations using volunteer labor will provide evidence of coverage for volunteers.
- IV. Errors and Omissions or Professional Liability
 - a) Limit: Not less than \$5,000,000.00 per incident.

Supplemental Coverage Limits

The liability limits for coverages represented in I, II, and III (above), may be provided as outlined or be supplemented by an Umbrella/Excess policy(ies) to bring limits up to those specified.

Additional Insured Endorsements

The firm's insurer(s) must endorse all policies (except Workers' Compensation and Professional Liability) to name the Nation as an Additional Insured, for the duration of the contract.

Waiver of Subrogation Endorsements

The firm's insurer(s) must endorse all policies with a waiver of subrogation in favor of the Nation, as respects this specific project.

General Requirements

- a) All policies (except Workers' Compensation/Employer's Liability) must be endorsed to reflect that this coverage is primary as respects Nation and any other coverage maintained by the Nation shall be non-contributing with the coverage provided by the firm, regardless of other insurance that may be in force.
- b) All policies must be endorsed to reflect that the Nation has no premium responsibility as respects any of these acquired coverages.
- c) No required coverage may be cancelled, materially changed, or non-renewed, without 30 days' prior written notification to the Nation.
- d) Any sub-contractors(s) will provide coverage at least equal to those required of the firm.
- e) Insurer(s) must file with the State of Arizona to write insurance business on an admitted basis.
- f) Insurer(s) must be rated at least "A-, VII" or better by A.M. Best.
- g) All coverages shall remain in effect until the completion of the contract. Any insurance coverage written on a claims made basis, shall remain in effect for at least two years following completion of the contract.
- h) The Contractor shall provide a certificate or copies of documents evidencing all required coverages, prior to beginning work under the contract.

The firm shall file with the Nation within 5 days after the date of contract, all financial responsibility to documentation previously mentioned.

Firm Fidelity

The firm shall be responsible for the conduct of their employees while on property. Should any of the firm's employees steal any property owned by the Nation, property owned by others but in the care, custody and control of the Nation, or any negotiable instrument, the firm shall be responsible to the Nation for the value of the stolen property.