Hualapai Tribal Utility Authority

Request for Proposal for Surveying Services for the Grand Canyon West Interconnect Project

Overview:

The Hualapai Tribal Utility Authority (HTUA) a department of the Hualapai Tribe (Tribe) is charged with the responsibility to oversee the development and management of energy related activities at Grand Canyon West on the Hualapai Reservation.

The HTUA is seeking qualified surveying firms to perform surveying services as the initial step to construct a 69 KV power line from the existing UniSource Energy Services (UNSE) substation on Pierce Ferry Road to Grand Canyon West, more than 35 miles distant. The Preliminary Survey will comply with regulations of the Bureau of Land Management (BLM) and the Bureau of Indian Affairs (BIA, e.g., 25 CFR 169), as well as the Hualapai Environmental Review Code (HERC). Because the tribe has received a US Department of Agriculture (USDA) High Energy Cost Grant to construct a portion of the power line and seeks a loan through USDA/Rural Utilities Service, it is assumed at this time that the BLM will be the lead federal agency, in cooperation with the USDA, BIA and the HTUA for the project.

All proposals submitted in response to this RFP must conform to the requirements and specifications outlined in this document in its entirety.

This RFP provides for Indian Preference but is not limited to Indian Owned Enterprises only. (see Indian Preference Statement and Requirements – Attachment D).

RFP INFORMATION AT A GLANCE

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<th>HTUA Contact Information</th>
<th>Person</th>
<th>Mr. Kevin A. Davidson, Director</th>
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Proposal submittals will not be accepted via fax but may be accepted via e-mail

Proposal Submittal Deadline 4:00 pm, October 13, 2017
Approximate Contract Time Period November 15, 2017 to Survey Completion
Hualapai Tribe’s Reservation of Rights Notice:

- The Hualapai Tribe reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time.
- The Hualapai Tribe reserves the right to not award a contract pursuant to this RFP.
- The Hualapai Tribe reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon thirty (30) days written notice.
- The Hualapai Tribe reserves the right to negotiate the fees proposed by the applicant/entity.
- The Hualapai Tribe reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not-necessarily limited to: incomplete proposals and/or proposals offering alternate or non-requested services.
- The Hualapai Tribe shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.
- This RFP, Project, and the matters discussed herein and information provided herewith (collectively, “Information”) are confidential and intended solely for the use of the entity to whom they are addressed. The Information shall not be disclosed without the prior written consent of the HTUA, except to the extent that disclosure is required by law.

Background:

The Hualapai Indian Tribe (Tribe) is actively planning to establish a power line to bring electricity from the regional utility grid operated by UNSE to Grand Canyon West located on the northwestern portion of the Hualapai Indian Reservation.

Grand Canyon West, tourist destination and the heart of the Tribe’s economic development initiative for over 25 years, has averaged 900,000 visitors per year for the past three years. This significant, 9,000-acre development, which employs 650 people including 250 Hualapai tribal members and includes a bustling airport, is not connected to the regional electric utility grid and has relied instead for all its electric power needs from on-site diesel generation which feeds power to various load centers via a 20.8 KV underground radial distribution system.

Tying to the UNSE grid will achieve the goal of providing access to wholesale power as well as federal allotments from the Colorado River Storage Project (CRSP) and Boulder Canyon Project (BCP). The Hualapai Tribal Utility Authority (HTUA) organization and project chart is included in Attachment F.

In the search for funding to construct the new three-phase power line, the Hualapai Tribe was awarded a High Energy Cost grant USDA/Rural Utilities Service (RUS) in 2015. To compliment this funding source, the Tribe is also preparing a loan application for RUS/USDA to construct the power line.
Description of Project:

The Project is a proposed 69kV power line that would allow for an connection between the UNSE electric grid and the existing underground radial distribution system located at the Grand Canyon West. Both systems are located in central Mohave County, Arizona, with Grand Canyon West located within the Hualapai Reservation.

The Project would consist of three components (See Attachment G):

1. A new 5- to 10-acre Grand Canyon West Substation, located on the reservation [proposed to be situated in Section 3, T29N, R15W];

2. A new, approximately 36-mile, 69 kilovolt (kV) power line segment originating at the existing UNSE Dolan Springs Substation in Dolan Springs, Arizona, [situated in Section 23, T27N, R18W] then extending East and North, via Tenny Ranch Road and then Buck and Doe Road, to the new Grand Canyon West Substation described above; and an alternate route (See Bid Additive paragraph below) which begins and ends at the same points but traverses Clay Springs Road for a distance of some 41 miles from start to finish. Note a more complete description and route map are in Attachment G.

3. A new, 69kV circuit breaker and primary metering point located at the UNSE Dolan Springs Substation.

Bid Additive:

The Contractor will provide the cost to analyze a second alternative route for the power line which follows the beginning of the Tenny Ranch Road route, but then diverges and proceeds to and along Clay Springs Road and that portion of Buck and Doe Road south of its intersection Tenny Ranch Road then onto Grand Canyon West. This cost will be held separate from the cost of the survey to complete the preferred route(s) and may be used as a fall back in case the main selected route examined in the Description of Project proves untenable. The Bid Additive Alternate sites are shown in Attachment G.

The HTUA is planning to begin the formal NEPA process as soon as the Preliminary line survey is completed. The Project has a projected in-service date of 2019.

I. SCOPE OF PROPOSAL

The HTUA will receive proposals for professional survey services that meet objectives of the proposed project, the BLM, the Tribe and the USDA as follows:

Any permits that would typically be obtained by the construction contractor would not be included in the Contractor's scope of services. The Contractor is expected to provide the following services:
Work closely with the Project Team and under its direction, to develop and implement a Work Plan, Budget, Cash Flow and Detailed Schedule that provides a comprehensive process to complete the required alignment surveys.

Surveys may include but are not limited to:

- Horizontal and Vertical site control analysis
- Research Available Records at Mohave County and as provided by the Tribe
- Aerial Mapping/Topographic Survey (2 foot contour intervals) for 400 foot Wide Path Along Powerline Corridor
- Aerial Photography for Referencing Into Electronic Background
- Provide Section Corner Ties to Preliminary and Final Alignment
- Stake Preliminary Alignment at a Minimum of Every 500 Feet unless Visibility requires more frequent staking; Stake all Corner and Direction Changes; Stake proposed Powerline Access Easements
- Provide Legal Descriptions as Required
- Prepare Plats for Revision for Easements
- Provide Surveying Support as Required.

The above list of work tasks and products is not exhaustive. The HTUA expects that the SOQ in response to this RFP will demonstrate the Contractor’s experience in performing these and any other tasks/work products that would be necessary for successful completion of the power line project in the specified time.

A tribal selection committee, with representation from UNSE, will be established to choose the qualified firm based on the applicant’s experience and expertise working directly with tribes, UNSE, the BLM, the BIA, USDA and others.

The period of service shall begin on or about November 15, 2017, and continue until the contract with the selected provider is terminated. Applicants are required to provide their current hourly rates along with a fee schedule for the scope of services to be provided as well as travel and reproduction expenses which will include the following:

A. Work with the HTUA technical representatives to develop an implementation strategy and timeline for completion of all survey work plan activities.

B. A draft Preliminary Line Survey and a Final Location Line Survey with the required attendant legal descriptions for access and construction easements along for 50’ each side of centerline reflecting the Final Location Survey.

C. Progress reports, presentations and meetings, and budget tracking as required.
II. PROPOSAL FORMAT

The HTUA intends to retain the successful applicant on a “Best Value” basis and qualification evaluation, not a “Low Bid” basis, so the HTUA can properly evaluate the proposals received. All proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers numbered and labeled with the corresponding Tab reference also noted below. None of the proposed services may conflict with any requirement the HTUA has published herein or has issued by addendum.

Tab 1: Form of Proposal: The Form of Proposal is attached hereto and incorporated herein by reference as Attachment A. It must be fully completed and executed and submitted as a part of the proposal.

Tab 2: Profile of Firm Form: The Profile of the Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Subsection A through C. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant/entity must submit a concise description of its managerial capacity to deliver the proposed services. Resumes of key personnel should be included under this Tab.

Tab 6: Client List: The applicant/entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed within the past three years. The list must include:

- Client’s name
- Client’s contact name
- Client’s phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this Proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding Tabs is also required for any major subcontractors (10% or more) and for any joint venture partners.
Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant/entity may include any other general information that the applicant believes is appropriate to assist the selection committee in its evaluation such as letters of recommendation and relevant project descriptions.

III. PROPOSAL SUBMISSION

All proposals must be submitted and time-stamped received in the Planning Office no later than the submittal deadline stated herein or within any ensuing addendum. Three copies of the proposal submittal including one original signature copy shall be placed in a sealed package addressed to:

HTUA c/o Hualapai Planning & Economic Development Department
Attention: Mr. Kevin A. Davidson, Director
887 Highway 66
PO Box 179
Peach Springs, AZ 86434

Package exterior must clearly denote:

SURVEY SERVICES FOR THE GRAND CANYON WEST INTERCONNECTION PROJECT – HTUA

Proposals submitted after the published deadline will not be accepted.

A. Submission Conditions:

Applicants are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or revisions are entered on any of the documents that are submitted to HTUA by the applicant, such may invalidate that proposal. If, after accepting such a proposal, the HTUA decides that any such entry has not changed the intent of the proposal that the HTUA intended to receive, the HTUA may accept the proposal and the proposal shall be considered by the HTUA as if those additional marks, notations or revisions were not entered on such.

By requesting the proposal documents, each such prospective applicant is agreeing to confirm (by signing and returning by fax or e-mail) all notices that the HTUA delivers to him/her, and by submitting a proposal, the applicant is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

B. Submission Responsibilities:
It shall be the responsibility of each such applicant to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HTUA including the RFP, the required Proposal Format, and any addenda published by the Department. By virtue of completing, signing, and submitting the completed documents, the applicant is stating their agreement to comply with the instructions, conditions, and requirements set forth within those documents. Written notice from the applicant not authorized in writing by the HTUA, to exclude any of the HTUA requirements contained within the documents, may cause that Applicant to not be considered.

IV. PROPOSAL EVALUATION CRITERIA

A. Evaluation Criteria: The following criterion will be utilized by HTUA to evaluate each proposal submitted:

Criterion 1 – 35 Points – Specialized Knowledge and Experience and Technical Competence that a dedicated, proven team of Survey professionals with a good understanding of the required services needed for the successful, safe, and timely completion of the project that conforms to applicable federal, state, and local requirements and accepted industry practices. Home office locations of the proposed team members should also be provided in the proposal. The team should have qualified and licensed surveyors who have expertise in their respective fields with specific experience in conducting surveys for transmission and/or distribution line projects. CFedS certification is desirable but not a prerequisite.

Criterion 2 – 25 Points – Capability that the applicant displays in that the proposal submitted shows: (a) a knowledge and understanding of the scope of the work to be performed; (b) a realistic approach to the performance of the required work and the time required for its completion. The Contractor and the proposed senior management team should have substantial and recent experience conducting similar survey services, i.e., successfully completing the location survey process for distribution and/or transmission line projects according to the BLM NEPA regulations, policies, and guidelines.

Criterion 3 – 20 Points – Experience working with applicable federal, state, tribal, local government agencies and private utilities located in Northern Arizona in distribution and/or transmission line projects.

Criterion 4 – 20 Points – Cost of the proposed services.

Criterion 5 – 8 Points - Indian Owned Enterprise.¹

¹ For any applicant claiming Indian Preference, the applicable information shall be entered where provided on the Form of Proposal. HTUA shall retain the right to deny to any applicant any Indian Preference claimed, if in the opinion of the HTUA, the applicant does not submit the appropriate justification required by Attachment D.
B. Evaluation Method

The HTUA shall establish a panel to evaluate each proposal submitted in response to this RFP in accordance with the evaluation criteria referenced in Section IV-A of this document. The evaluation methods utilized by the panel may include reports from oral interviews of each applicant’s references.

All persons having a familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an applicant/entity will be excluded from participation on the HTUA evaluation panel. Similarly, all persons having ownership interest in and/or a contract relationship with an applicant/entity will be excluded from participation on the HTUA evaluation panel.

C. Contract Award Procedure

If a contract is awarded pursuant to this RFP, the following procedure will be followed.

Upon completion of the Proposal Evaluation Process, the selection committee will forward its conclusion and recommendation to the HTUA Board and then Tribal Council for approval. This should be within 15 days of the bid due date. Upon Council approval, the Contracts and Grants Department will prepare the Standard, Hualapai Professional Services Agreement to which this RFP and the selected entity’s proposal shall be attached and incorporated therein. By submitting a proposal, and executing the Professional Services Agreement, the selected entity is agreeing to be bound by the terms and conditions set forth in the Professional Services Agreement and this RFP. A copy of the Standard Hualapai Professional Services Agreement is included herein as Attachment E. Notice to Proceed is expected to occur within 15 days of contract award. Those entities not selected will be notified after the Council makes the contract award.

V. ATTACHMENTS

A. Form of Proposal

B. Profile of Firm Form

C. Proposed Costs and Time of Completion Form

D. Indian Preference Form

E. Hualapai Professional Services Agreement

F. HTUA Project Chart

G. Study Route and Bid Additive Route

H. Site Photographs

Therefore, the HTUA shall not be able to accept any such additional documentation after the deadline for the receipt of proposals.
ATTACHMENT A

FORM OF PROPOSAL

Tab 1: Form of Proposal: This Form of Proposal –Attachment A, is attached hereto and incorporated herein. Requirements listed here must be fully completed, executed and submitted to constitute a complete proposal (please mark on Attachment A each Tab included in the proposal).

Tab 2: Profile of Firm Form: The Profile of Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal. Include descriptions of relevant project experience behind the Profile of Firm Form under this Tab 2. This would include: 1) Experience preparing NEPA documents for transmission and/or distribution lines, 2) Experience with environmental assessment and permitting of transmission line projects, specifically working with BLM and the BIA, 3) Experience with NEPA and permitting projects in Arizona, 4) Qualifications of the proposed project manager and key project staff that will be dedicated to this effort. Letters of reference and other supporting documentation should be included under Tab 9 - Other Information.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Subsection A through C. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services. This will include: 1) Detailed plan to meet project schedule, 2) Outline of EA or representative Table of Contents, 3) Methodologies, including assessment methods, 4) Identify subcontractors who will supply technical and analytical services.

Tab 4: Proposed Fees Form: The Proposed Fees Form and Time of Completion is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant entity must submit a concise description of its managerial capacity to deliver the proposed services. Include Resumes of key personnel under this tab.
Tab 6: Client List: The applicant entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed, within the past three years. The list must include:

- Client’s name
- Client’s contact name
- Client’s phone number
- A description of services provided

A description of the projects and associated cost shall be provided for each reference. References for subcontractors, if applicable, should be relevant to their proposed role.

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder if the applicant intends to use any subcontracts for this job, if awarded, and/or if this Proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding Tabs must also be included for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant entity may include any other general information that the applicant believes is appropriate to assist HTUA in its evaluation.
ATTACHMENT B
PROFILE OF FIRM FORM

(1) Prime______ Subcontractor______ (This form must be completed by each)

(2) Name of Firm: __________________________________________________________

(3) Street Address: _________________________________________________________

(4) City, State, Zip: _________________________________________________________

(5) Phone: ______________________ E-Mail: ________________________________

(6) Federal Tax ID Number _________________________________________________

(7) Surveyor: (License Information)
   a. State of Firm’s License ____________,
   b. Is the surveyor licensed in the State of Arizona (yes) (no)
   c. Is the surveyor currently CFED Certified or enrolled in the CFED Program (yes) (no)

   Has the Surveyor ever had a Board of Technical Registration disciplinary action (yes) (no)
   If yes explain:
   ________________________________________________________________

(8) Year Firm Established: ____________________________

(9) Type of Ownership: ____________________________________________________
(10) Former Name and Year Established (if applicable)

______________________________________________________________

(11) Name of Parent Company and Year Acquired (if applicable)

______________________________________________________________

(12) Identify Principals/ Partners in firm; submit brief resume for each under Tab 5.

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(13) Identify individual(s) that will act as Survey Project Manager and any other supervisory personnel that will work on the project; submit brief resumes for each under Tab 5.

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(14) General Liability Insurance carrier and policy number

______________________________________________________________________ Coverage Amount __________

(15) Professional Liability Insurance carrier and policy number

______________________________________________________________________ Coverage Amount __________
(16) Debarred Statement: Has this firm or any of its principals ever been debarred from providing any services by the Federal Government, State Government, or Indian Tribe?  
Yes_____ No_____  
If yes, please attach a full explanation including dates, circumstances, and current status.

(17) Disclosure Statement: Does this firm or any principal of this firm have any current or past personal or professional relationship with any member of the HTUA staff or serving Hualapai elected officials?  Yes_____ No_____  
If yes, Names of such staff or officials___________________________________________

(18) Verification Statement: The undersigned applicant hereby states that by completing and submitting this form they are certifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the HTUA discovers that any information is false, that shall entitle the HTUA to not make and award or to cancel any award with the undersigned party.

_________________________________     _________________  __________  
Signature (Authorized Representative  Title  Date

________________________________
Printed Name
ATTACHMENT C

PROPOSED COSTS AND TIME OF COMPLETION FORM

PLEASE NOTE: Do not provide these costs in any other manner other than as detailed within this form. Costs shall be provided either on this form, or attached to this form. In either case, Costs are to be submitted only under Tab 4. Any applicant that submits proposed costs under any other tab will be rejected from consideration. Costs are to be arranged according to line item or task that can be matched to the detailed plan in the Technical Proposal, including research, impact assessment, etc. Please provide unit rates for personnel, equipment, and services.

1. Costs for Professional Services Provide Contractor's (range of hourly billing rates for specific labor categories representative of the proposed project team).

2. Costs for Ancillary or Support Services (range of hourly billing rates for specific labor categories representative of the proposed project team)

3. Costs for Travel Expenses
4. **Costs for Other Expenses** (copying, office supplies, etc.). This should include anticipated mark-ups on subcontractors, reimbursable expenses and equipment.

5. **Total Cost** (Estimate travel costs and the basis for the estimated costs, e.g., 3 trips for 5 people with 4 days of lodging) for the Preferred Route (the Tenny Ranch Route in its entirety).

6. **Total Cost** (Estimate travel costs and the basis for the estimated costs, e.g., 3 trips for 5 people with 4 days of lodging) for the Bid Additive Route (the amount to be added to Item 5 above to complete work associated with the portion of the Clay Springs Route that is not in common with the Tenny Ranch Route).

7. **Time of Completion.** State the total number of days required from the Notice to Proceed to completion of the Contract.
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Indian Preference Statement:

Indian Preference in Selection Process:

The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450 e(b)) (Indian Act). Section 7(b) requires that to the greatest extent feasible (A) preferences and opportunities for training and employment shall be given to Indians and (B) preferences in the award of contracts and sub-contracts shall be given to Indian-owned economic enterprises.

The parties to contracts associated with this project shall comply with the provisions of section 7(b) of the Indian Act. In connection with this project, contractors shall, to the greatest extent feasible, give preference in the award of any sub-contracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians and Alaska Natives.

Contractors shall include this section 7(b) clause in every sub-contract in connection with the project, and shall, at the direction of the Tribe, take appropriate action pursuant to the sub-contract upon a finding by the Tribe, or HUD that a sub-contractor has violated section 7(b) clause of the Indian Act.

PLEASE NOTE: It is not necessary to complete and submit this form and any of the noted items if you are not claiming Indian Preference.

CERTIFICATION FOR FIRMS SEEKING INDIAN PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY: So that the HTUA may assess your firm’s eligibility to claim Indian Preference as noted above, in addition to other required items, please include with your submission as many of the following items as possible. Failure to include any of the items as evidence may result in denial by the HTUA to certify your firm as an Indian owned company and therefore, ineligible to receive Indian Preference.
INDIAN ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

   An “Economic Enterprise” as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is “any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

   --or--

   A “Tribal Organization” as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-63 8); that is: “the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant...”

2. Name of Enterprise or Organization: _____________________________

   Address: ____________________________________
   ___________________________________________
   ___________________________________________

   Telephone No.: ________________________________________

3. Check One:

   __ Corporation   __ Joint Venture

   __ Partnership   __ Other:

   __ Sole Proprietorship
4. Answer the following:

   If a Corporation:

   a. Date of incorporation: ________________________________

   b. State of incorporation: ________________________________

   c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

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<thead>
<tr>
<th>Name and Social Security No.</th>
<th>I or NI</th>
<th>Title</th>
<th>Address</th>
<th>Ownership</th>
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<tbody>
<tr>
<td>President</td>
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Hualapai Tribal Utility Authority
RFP for Surveying Services
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d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

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<th>Name and Social Security No.</th>
<th>I or NI</th>
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</table>

If a Sole Proprietorship or Partnership:

a. Date of Organization: ________________________________

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

<table>
<thead>
<tr>
<th>Name and Social Security No.</th>
<th>I or NI</th>
<th>Address</th>
<th>% of Stock</th>
<th>Ownership</th>
</tr>
</thead>
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</tbody>
</table>
If a Joint Venture:

a. Date of Joint Venture Agreement: ________________

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

5. Give the name, address, and telephone number of the principal spokesperson of your organization:

____________________________________________________________________

____________________________________________________________________

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _______
If yes, state circumstances:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? ____

If so, note when, where and why:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

8. Will any officer or partner listed in #4 be engaged in out-side employment?

   _____ Yes          _____ No

   If Yes, complete:

   Hours Per Week

   Name/Title                  Outside the Enterprise

________________________________________________________________________

Hualapai Tribal Utility Authority
RFP for Surveying Services
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9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

___Yes  ___No

If Yes, complete:

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Type of Action</th>
<th>Department or Agency</th>
</tr>
</thead>
<tbody>
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</table>

10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

___Yes  ___No

If Yes, complete:

<table>
<thead>
<tr>
<th>Name and address of subsidiary, affiliate or other concern</th>
<th>Description of Relationship</th>
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</thead>
<tbody>
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</table>

Hualapai Tribal Utility Authority
RFP for Surveying Services
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11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

   ___Yes  ___No

   If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

   ___Yes  ___No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

   ___Yes  ___No

   If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

   ___Yes  ___No
If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?
   ___Yes    ___No

   If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to the start of construction?
   $___________________

   Explain the source of these funds:
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

   Include a copy of the Company’s most recent audited financial statement.
16. How will project development bookkeeping and payroll be maintained: (check one)

   a. By contract with an outside professional accounting firm: ____

      Name: ________________________ Address: ________________

      __________________________ Telephone: ________________

   b. Records are to be kept by enterprise personnel: _____

      If “b” has been checked--state the qualifications of your personnel to perform this function:

      __________________________________________________________________________

      __________________________________________________________________________

      __________________________________________________________________________

   c. Other: ______________________________________________________________________

      __________________________________________________________________________

      __________________________________________________________________________

17. Trade References (include addresses and phone numbers):
18. Bank and credit references (including addresses and phone numbers):

___________________________________________________________
___________________________________________________________
___________________________________________________________
___________________________________________________________
___________________________________________________________

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current confide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

___________________________________________________________
___________________________________________________________
___________________________________________________________
___________________________________________________________
___________________________________________________________

b. Over the past three years, what has been the average number of employees:

___________________________________________________________

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.
21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

23. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

24. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.

25. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.
NOTES:
I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

__________________________________  ____________
Name          Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

________________________________________  ______________
Name          Date

________________________________________  ______________
Name          Date

If applicant is a corporation, affix corporate seal

________________________________________
Corporate Seal
WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:

“Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years, or both.”
ATTACHMENT E

Hualapai Professional Services Agreement
HUALAPAI TRIBAL NATION
PROFESSIONAL SERVICE CONTRACT

This Contract is made between the Hualapai Tribe, Department HTUA, Peach Springs, AZ 86434 (the "Tribe"), and, ___________________________, an independent contractor, whose address is __________________________. (Tax ID. No.) __________. (the "Contractor"). The Tribe agrees to contract for the service of Contractor and Contractor agrees to provide services, under the terms and conditions of this Contract.

1. Description of Services:

Contractor shall provide the following services to the Tribe:

Refer to proposal that lists Scope of Work to be accomplished.

( Scope of work attached to this contract)

2. Deliverables:

( List deliverable products listed in Scope of work attached to this contract)

In addition to the work described in the Statement of Work, Attachment 1,

Contractor shall submit to the Tribe the following reports or other work products:

3. Payment for Services.

In full consideration of the personal services to be provided under this Contract, the Tribe agrees to pay Contractor as follows:

[ ] the fixed sum of $ __________ for the services described in Attachment 1, Statement of Work, or; in (monthly) progress payments of $_________. Not to exceed $_________.

[ ] at the rate of______ $ per hour, up to maximum of $______________ per day, for services described in Attachment 1, Statement of Work, but not to exceed the sum of $________ for all work under this Contract unless authorized in writing by the Tribe's______________.

As a precondition to receipt of any payments under this Contract, Contractor must provide the Tribe with invoices detailing all work performed under this Contract since the
previous invoice. Such invoices shall include a detailed description of services provided in the
time period since the last invoice was submitted. Invoices shall be submitted to the Tribe: [] bi-
weekly, or [X ] monthly, or [ ] upon completion of the Contract: Contractor will be paid monthly
according to monthly invoices submitted for payment. **Contract not to exceed $_______.**

Payment for approved invoices will be made within Thirty (30) days of receipt of
such invoices by The Accounting Department of the Tribe. Final billing must be
received within thirty (30) days of the completion or termination of this Contract.
Contractor further agrees that final payment for his services will be made after a
review of the work performed is completed by the Tribes Principal Contacts. If the
work is found to be unsatisfactory, the Tribe reserves the right to withhold final
payment indefinitely until all deficiencies are corrected.

4. **Period of Performance.**

This Contract shall commence on ____________, and shall end on
______________, unless terminated earlier as provided in this Contract. This
period of performance may be extended only by the written agreement of the Tribe and the
Contractor.

Contractor agrees that he is solely responsible for beginning and completing this
Contract by the dates specified in this Contract.

Contractor agrees that he shall be responsible for any costs to the Tribe
associated with not completing this Contract by the scheduled ending date, unless unforeseen
circumstances beyond control was caused by the management of the Tribe.

5. **Principal Contacts.**

All notices under this Contract shall be sent to the following designated Principal
Contacts under this Contract. The Tribe may change its Principal Contacts at any time by written notification.

Tribe’s principal contact:

Contracting Officer ______  Mr. Kevin A. Davidson

Director, Hualapai Planning Department
Acting General Manager, HTUA

Compliance Officer ______  Ms. Salena Siyuja

Hualapai Grants and Contracts Department

Contractor’s principal contact: ____________________________

Representative

Contractor and his work shall be monitored by the Planning Department, to determine whether the Contractor is in compliance with this Contract.

6. Independent Contractor.

It is understood and agreed that Contractor is an independent contractor with respect to all work to be performed under this Contract, and that Contractor is not an agent or employee of the Tribe. It is further understood and agreed that Contractor is not authorized to act on behalf of the Tribe, and that actions of Contractor are not actions of the Tribe.

Contractor will be responsible for providing all tools and equipment necessary to perform the tasks associated with this contract.

Contractor will be responsible for paying all employees or subcontractors he hires.
to perform any of the work under this Contract. Contractor's employees and subcontractors are not the employees of the Tribe. Contractor is solely responsible for paying his employees and subcontractors and for any obligation to pay or withhold any federal, state, tribal, or local taxed on the amounts Contractor pays to his employees and subcontractors.

Contractor will be responsible for payment of all applicable federal, state, tribal and local taxed, and/or special levies required under unemployment insurance, social security, income tax, and/or other laws, with respect to Contractor's performance of his obligations and receipt of payment under this Contract. The Tribe will not withhold any taxes payable by the Contractor on the amounts paid to Contractor under this Contract.

Contractor and the Tribe shall each retain its right to conduct its own separate business affairs, provided that such affairs do not interfere with the parties' obligations under this Contract.

7. Representations and Warranties of Contractor.

Contractor represents and warrants to the Tribe that he is not subject to any obligations, contracts, or restrictions that would prevent him from entering into or carrying out the provisions of this Contract. Contractor further represents and warrants that he has all of the qualifications, education, experience and skills required to complete the work intended to be completed under this Contract. If Contractor is not so qualified, his lack of qualification is grounds for immediate termination of this Contract by the Tribe without liability. Contractor shall devote his best efforts to carry out the work required by this Contract in accordance with the standard of care, skill and diligence normally adhered to by a person in this field providing similar services.

8. Termination.

This Contract may be terminated by either party at any time without cause by giving thirty (30) days advance written notice of such termination to the other party. Contractor shall only be paid for work performed and reasonably billed for prior to the effective date of termination except as may be stipulated in Attachment 1.
Contractor’s obligations under Articles 9 through 11 shall survive, and shall not be affected by, termination of this Contract.

9. **Indemnification.**

Contractor shall be responsible for any wrongful or negligent acts or omissions performed by him, his employees or his subcontractors associated with his performance under this Contract and agrees to indemnify and hold the Tribe harmless from any liability or damage to person or property that arises from or is related to any such act or omission, including any attorney fees that may be incurred.

10. **Confidentiality.**

Contractor acknowledges that all information related to Contractor’s work under this Contract, including all findings, reports, and other information either provided directly or indirectly by the Tribe in connection with the Contract or developed, compiled or created by Contractor in performing his services under this Contract, and all improvements made or conceived by Contractor under this Contract, is confidential and proprietary information owned by, and of great value to, the Tribe. Accordingly, Contractor agrees not to disclose any such confidential information to any person without the prior, written authorization of the Chairman of the Hualapai Tribe.

Regardless of how or when this Contract is terminated, within five (5) working days of completion of the work under this Contract, Contractor shall deliver to the Tribe all copies (including those on computer disk of other electronic medium) of all documents, drawings, specifications, and other materials or information which were furnished directly or indirectly by the Tribe to Contractor in connection with this Contract or which were prepared or acquired by Contractor in performance of services under this Contract.

Contractor shall not use any of the proprietary information described in this paragraph for anyone other than the Tribe’s benefit.
11. **Intellectual Property.**

The title to all work completed by Contractor under or associated with this Contract shall be in the Tribe. Contractor will promptly disclose to the Tribe all inventions, improvements, designs, publications and ideas made or conceived by Contractor in the course of or associated with providing services under this Contract, regardless of whether Contractor develops those inventions, improvements, designs, publications or ideas after the termination on this Contract. Contractor agrees to assign to the Tribe all right and title to all such inventions, improvement, designs, publications and ideas, and all copyrights, patents, and royalties associated with or derived from such ideas.

12. **Amendment.**

This Contract may be amended only by a written document signed by the Contracting Officer, the Grants and Contracts Compliance Officer to the Tribe and by the Contractor, and approved by the Chairman or Vice Chairman of the Tribe.

13. **Assignment.**

All rights and obligations under this Contract are personal to Contractor, and Contractor may not assign this Contract, or any rights or obligations hereunder, to any person. Any such attempted assignment shall be void.

14. **Governing Law.**

This Contract shall be governed by the laws and ordinances of the Hualapai Tribe. All claims arising under or related to this Contract shall be brought to the Contract Officer, Grants & Contract Officer then to the Hualapai Tribal Court.
CONTRACTOR:

By: ________________________________
   Authorized Officer

HUALAPAI TRIBE:

By: ________________________________
   Planning Department Contract Officer

By: ________________________________
   Grants and Contracts Compliance Officer

By: ________________________________
   Chairman or Vice Chairman

Program to be charged:______________

Contract/Grant No.:_______________

Line Item/ Account #:______________
ATTACHMENT F

HTUA Project Chart
ATTACHMENT G

Study Route and Bid Additive Route
DESCRIPTION OF ROUTE TO BE SURVEYED
FOR LOCATION OF POWERLINE ALONG ROUTE KNOWN AS
TENNY RANCH ROAD ROUTE

(See attached drawing for pictorial description of the route.
All directions and distances are “approximate”)

The line to be surveyed and staked along Tenny Ranch Route is described approximately as follows:

1. Leaving the northeast fence corner of the Dolan Springs Substation and traversing east across Pierce Ferry Road to a point 50 feet east of the centerline of Pierce Ferry Road, then paralleling the roadway centerline for 660 feet.

2. Turning N48.9E for 6930 and traveling to (and passing through) the common point of Sections 13 and 24 of 27 N 18W and Sections 18 and 19 of 27 N 17W.

3. Continuing a N 45 E and traveling to (and passing through) the common point of Sections 7,8, 17 and 18 of 27 N 17 W. Continuing along this same direction for an additional 870 feet and then turning E.

4. Continuing on this E line for 37,240 feet to a point in Section 9 of 27 N 16W; then turning N 24.5 E and traveling along this line for 7,168 feet.

5. Turning N 3.5 E and traveling along this line for 4,178 feet to a point where the route roughly begins to parallel Tenny Ranch Road.

6. From the point described above, turning N 49.33 E and traveling 4,342 feet; then turning to N 63.2 E and continuing 2,623 feet; then turning to N 81.61 E and continuing 2,452 feet; then turning E 53.9 S and continuing along the beginning of canyon terrain for 1508 feet to a point near the roadway switchback. Stake this point 30 feet (plus/minus) west of the roadway centerline.

7. Turning E 69.2 S and continuing along canyon terrain, traveling 1975 feet to a point 75 feet west of the roadway centerline.

8. The line then generally follows near the roadway with numerous tangent and turning points (as shown on the drawing) until the line intersects with the boundary of Section 31 of 28 N 15 W and Section 36 of 28 N 16W. From that point it travels 9,258 feet along N 37 E. At that point it turns to E for 6,276 feet. Note that Section 29 of 28 N 15 W is private property and the line must completely avoid this Section.

9. The line continues along N 68 E for 2680 feet, then turns to N 40.2 E and continues 11,780 feet where it intersects Buck & Doe Road.
10. The line then continues along tangent and corner points near Buck & Doe Road until arriving at Section 3 of 29N 15W. In that Section it leaves the road and traverses to the Water Tank Area where a new substation will be located.

11. From the Water Tank Area the line continues north and east along the access roadway and Buck & Doe Road to the location of the future Visitor Center Site where it terminates.
DESCRIPTION OF ROUTE TO BE SURVEYED
FOR LOCATION OF POWERLINE ALONG ROUTE KNOWN AS
CLAY SPRINGS ROAD ROUTE

(See attached drawing for pictorial description of the route.
All directions and distances are “approximate”)

The line to be surveyed and staked along Clay Springs Road Route is described approximately as follows:

1. The beginning of the route is the same as the Tenny Ranch Route from the Dolan Springs Substation to the point at the East end of the 37,240 foot due East portion where the Tenny Ranch Route turns northeast. The Clay Springs Route turns southeast at this point.

2. The Clay Springs Route leaves the Tenny Ranch Route by turning to E 32.6 S for 17,106 feet. At this point it turns due East for 19,730 feet. The Route then turns N 55.6 E traveling 3015 feet and joins Clay Springs Road.

3. It follows the general direction of Clay Spring Road along N 42 E for 10,260 feet.

4. As the roadway approaches its major switchback, the route leaves the road and travels up the east side of the canyon. It turns N 56.2 E for 1314 feet, and then N 34.1 E for 1950, then N 6.3 E for 980 feet, then N 26.9 W for 960 feet where it rejoins the roadway at the top of the bluff.

5. The route then parallels Clay Springs N 8 E for 2435 feet, and then N 40 E for 2232 feet. It then jogs N 70.5 E for 335 feet to maintain contact with the roadway.

6. From this point the route parallels Clay Springs Road and eventually joins Buck & Doe Road. It parallels Buck & Doe Road northward as shown on the drawing until this route rejoins the Tenny Ranch Road Route.
ATTACHMENT H

Site Photographs

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