

## Hualapai Planning & Economic Development Department

Request for Qualifications for General Manager for the Hualapai Tribal Utility Authority

### Overview:

The Hualapai Planning Department (Planning), in association with the Hualapai Tribal Utility Authority (HTUA), is seeking a part time General Manager to provide guidance and structure to the HTUA Board members and associated staff on setting goals, creating operational and capital improvements plans for the board, developing annual budgets, and, as the HTUA becomes fully operational, ensuring that customers pay their monthly utility bills in a timely fashion to maintain a balanced budget. In addition, the Board seeks a General Manager with experience in constructing a power lines, community-scale solar arrays, managing existing federal power contracts held by the Tribe, negotiating various supply and wheeling agreements to bring power to the Hualapai Reservation, assisting the HTUA in its pending loan application to USDA, Rural Utilities Service, and negotiating leases for utility rights-of-way. The General Manager shall be responsible for the day-to-day operations of HTUA, subject to oversight by the Board of Directors.

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

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

### **RFQ INFORMATION AT A GLANCE**

Planning Contact Person	Mr. Kevin A. Davidson, Director
Phone	928-769-1310
e-mail	<a href="mailto:kdavidson@hualapai-nsn.gov">kdavidson@hualapai-nsn.gov</a>
Address	PO Box 179 Peach Springs, AZ 86434
RFQ Submittal	Hualapai Planning Department 887 Highway 66 PO Box 179 Peach Springs, AZ 86434

### **Proposal submittals may be accepted via e-mail**

**Proposal Submittal Deadline** **4:00 pm (AZ Time), Friday, December 30, 2022**

### **Not to Exceed Limits:**

Contract Time Period January 2023 to December 31, 2023.

### 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 RFQ process, or to terminate the RFQ process at any time.
- The Hualapai Tribe reserves the right to not award a contract pursuant to this RFQ.
- The Hualapai Tribe reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon fourteen (14) 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 RFQ, 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 RFQ.

### Background:

The Hualapai Indian Tribe (Tribe) is actively planning to develop and manage its substantial energy resources. These include both the renewable energy resources, which have been shown to exist on the 998,000-acre Hualapai Reservation through the findings of past feasibility studies, and those energy resources that are imported for the tribe's benefit, namely electricity from the regional utility grid. The tribe is seeking to bolster its energy resource development and management capacity to increase its economic viability, self-determination and sustainability.

The majority of the Hualapai Reservation, including the seat of government in Peach Springs, where nearly 1,100 of the 1,335 residents of the Reservation reside, is served by a local electric utility – Mohave Electric Cooperative (MEC) via a Certificate of Convenience and Necessity granted by the Arizona Corporation Commission (see Attachment G) For several years the Tribe has discussed and, in 2007, commissioned a feasibility study on the creation of a Hualapai Tribal Utility Authority (HTUA) to provide electric service directly to its members. This goal was re-affirmed during the DOE's Strategic Technical Assistance Response Team workshop in 2012 and is currently the subject of a BIA grant-funded cost of service study that is nearing completion. The cost of service study includes the purchase of the local power distribution infrastructure at depreciated costs, a capital replacement plan, the purchase of power and the wheeling of that power to the reservation, and the management of the electricity supply and customer base to ensure that accounts are paid in a timely fashion. To that end, the Hualapai Tribal Council approved the HTUA Ordinance on September 24, 2014, with board members selected thereafter.

The primary mission of the HTUA is to serve the electrical utility needs of Grand Canyon West, the tourist destination and the heart of the Tribe's economic development initiative for nearly 30 years and which has averaged 1,000,000 visitors per year for the past three years. This 9,000-acre development, which employs 700 people including 250 Hualapai tribal members, and includes a bustling airport, is not connected to the regional electric utility grid and is reliant on three Caterpillar 750 diesel generators. Operations require technicians with a high technical skill level to safely and efficiently handle units. Training the existing staff to be employed by the HTUA is seen as preferable to third-party contracting.

In 2015, the tribe received a High Energy Cost grant from the U.S. Department of Agriculture's (USDA) Rural Utilities Service (RUS) in the amount of \$1,881,135 to construct a portion of a new three-phase power line to Grand Canyon West and is also preparing a major loan application to fund the balance of the power line project which will connect to an existing substation on the regional electric power grid, more than 35 miles away, owned and operated by UniSource Energy Services (UNSE). Tying to the UNSE grid will achieve the goal of providing access to wholesale power as well as federal power allotments from the Colorado River Storage Project (CRSP) portion of the Salt Lake City Area/Integrated Projects (SCLA/IP) and the Boulder Canyon Project (BCP). Establishing the new power line will require additional rights-of-way to construct the power line across both private and public lands. The environmental assessment to secure the right-of-way was completed in early 2022 and right-of-way granted on June 6, 2022. The USDA-RUS loan application also requires an entity, such as the HTUA, to manage the electricity and collect revenue from its customers to ensure the loan is paid back. The HTUA organization and project chart is included in Attachment F.

Currently, the Tribe has a Colorado River Storage Project (CRSP) allocation of 609 KW - 625KW delivered to the Navajo Tribal Utility Authority (NTUA) that in turn sends regular payments to Hualapai averaging \$4,000 per month, via a benefit arrangement through Western that expires on September 30, 2024. This contract with Western has recently been renewed through September 30, 2057; however, the will be seeking a new benefit partner after the contract with NTUA expires in September 2024. The tribe has also secured 382 KWs of capacity (833,888 KWhrs) of Schedule D1 power from the Boulder Canyon Project (BCP) in the form of a Western contract and 107 KW of capacity (233,457 KWhrs) of Schedule D2 power via an Arizona Power Authority (APA) contract. Because the tribe cannot receive the power directly at this time, it has entered into a bill credit agreement with MEC for the APA allocation and is concluding a benefit arrangement with the Pechanga Band for the Western allocation, akin to the existing benefit arrangement with NTUA. The tribe would like to become "ready, willing and able" to receive these hydropower allocations directly at some point in the foreseeable future. If the tribe can directly obtain this low cost power, it may be resold to tribal customers, at a retail rate which is lower than the current rate charged by Mohave Electric Cooperative with the difference being used to fund a Tribal Utility Authority, energy conservation programs or even a renewable energy apprenticeship program.

Other energy related goals for the tribe include the advancement of renewable energy resources for both distributed generation (roof top) and utility-scale applications. While the tribe's wind resource is not yet attractive for commercial development using current wind turbine technology, the solar

resource is considered very good to excellent due to the high solar insolation values and a cooler climate offered in the high desert. Connecting these renewable resources to consumers of electricity beyond the Reservation will require the seeking and then negotiating a purchase power agreement (PPA) with one or more utility companies. Once a PPA is secured, the proportion of ownership and operation of the power plant between the tribe and the third-party developer, or Engineering Procurement and Construction contractor, must be determined and an ownership model chosen, e.g. partnership-flip, sale leaseback or lease pass-through arrangement, whichever is most beneficial to the tribe. The HTUA may form a for-profit subsidiary to construct and manage the solar farm. If the tribe prefers to lease the land to a third-party developer then the tribe, with assistance of the HTUA, must determine the value of the lease and royalty payments. More modest renewable energy applications include roof-top solar PV and small wind turbines owned by individuals or tribal departments.

A 2012 BIA-funded feasibility demonstrated the potential for solar power at Grand Canyon West, but this option was not pursued because the Tribe had focused its efforts on the grid connection. In 2020, Tribe revised the 2012 feasibility study to identify how solar can be integrated into the current micro-grid system at GCW. The result showed that a 995 KWdc array and a 750-KW/1500-KWhr battery system could produce the optimum results for GCW's needs. The revised feasibility study was the basis for the tribe's successful grant application to the DOE in early 2020, with award finalized in 2021. The HTUA is guiding the development of the solar project and has entered into a contract with Solon Corporation to construct the 3.3 million dollar array and battery back-up system with the project scheduled for commissioning in May of 2023. This guidance ensures using current technology, developing employment opportunities for tribal members, and completing the project within a reasonable budget and timeframe.

## **I. SCOPE OF PROPOSAL**

The Hualapai Planning Department (Planning), in association with the Hualapai Tribal Utility Authority (HTUA) is seeking professionals with abilities as follows:

- a) Assists the HTUA in updating its Plan of Operations;
- b) Advises the HTUA on operations, including, but not limited to, employee safety, in-service training, budgetary control, equipment and construction inspections and other tasks as related and necessary;
- c) Helps the HTUA in preparing and implementing plans, goals, policies and budgets that accomplish HTUA's mission and confers with HTUA Board members, Planning Director, senior staff or other appropriate parties to review achievements and discuss and recommend required changes to goals or objectives resulting from current status and conditions;
- d) Under direction of the HTUA Board, reviews analyses of activities, costs, operations, and forecasts to determine progress toward stated goals and objectives and helps to develop policies and procedures for all managed functions to implement goals and objectives;

- e) Provides for energy development-related technical expertise within the HTUA by performing and/or soliciting engineering and operational duties to cover special functions staff is not trained to perform, including substation operations, renewable energy operations (solar with battery back-up), metering, distribution design and advanced material selection and also ensures that adequate operational records are maintained so that energy generation and usage can be tracked and costs determined by metering points;
- f) Attends board meetings and related special meetings as required and necessary; this includes providing reports and analysis, both oral and written, along with recommendations to the Board of Directors, as may be requested. Will assist board in drafting annual report to tribal council, annual business plans, budgets, financial reports, operations and safety reports.
- g) Under direction of the HTUA Board, assists in the negotiation and review of the terms and conditions of any leases, business agreements, contracts and rights-of-way the HTUA may enter into;
- h) Advises the HTUA on how to develop and maintain a wholesale energy portfolio, including existing federal power allocations, and recommends new energy purchases per HTUA policies;
- i) Communicates with the HTUA, Hualapai Planning Department and third-party consultants hired by the tribe to develop grant and loan applications for infrastructure development;
- j) Assists the HTUA in working with county, state, BLM, BIA, USDA and other government agencies on permitting rights-of-way and performing NEPA reviews for new infrastructure listed under Section 203 of the HTUA Ordinance as well as assisting with the permitting, financing and operation of new facilities, including both commercial and community-scale renewable energy projects;
- k) Provides project management services for the community-scale solar array for Grand Canyon West and also for the design and engineering of a 69 KV radial distribution line between Dolan Springs (off reservation) and Grand Canyon West.

The HTUA Board will select the qualified individual or firm based on the applicant's experience and expertise working directly with utilities, specifically tribal utility authorities. Desired qualifications are as follows:

- A bachelor's degree in engineering or a related degree; master's degree preferred.
- Masters degree in business or equivalent combination of experience and coursework in management and accounting/finance.
- At least 5 years of relevant experience in the electric utility, engineering, and operations areas.
- At least 5 years of supervisory experience in progressively responsible positions.
- Specific experience with FERC/RUS accounting or ability to quickly understand these industry specific (utility) accounting rules.
- Specific experience with NEPA permitting or ability to quickly understand these environmental rules.

- Excellent oral and written communications skills including ability to effectively present information to members of the Board, senior management, and the public.
- Excellent interpersonal and team building skills.
- Exceptional analytical and problem solving abilities.
- General knowledge of employment regulations.

The period of service shall begin on or about January 7, 2023, and continue until December 31, 2023, or 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 HTUA Board to develop an implementation strategy and timeline for completion of various goals set by the HTUA Board.
- B. Assume project lead on various HTUA contracts and loan applications. Review and comment on work products of the HTUA's contractors and track invoicing.
- C. Schedule and attend HTUA Board meetings and other meetings as requested by the Board and document such meetings via minutes. This includes maintaining the HTUA's website.
- D. Provide progress reports, presentations as necessary, and regular invoicing.

## **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 RFQ 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. For mail/courier proposals, one copy of the proposal submittal including one original signature copy shall be placed in a sealed package addressed to:

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

Package exterior/e-mail subject line must clearly denote:

GENERAL MANAGER FOR HUALAPAI TRIBAL UTILITY AUTHORITY – HUALAPAI PLANNING

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 Planning by the applicant, such may invalidate that proposal. If, after accepting such a proposal, the Planning Department and HTUA decide that any such entry has not changed the intent of the proposal that they intended to receive, the Planning Department and 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) all notices that Planning 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 RFQ.

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 Planning and Economic Development Department including the RFQ, 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 Planning and Economic Development Department, to exclude any of the Planning Department 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 the HTUA to evaluate each proposal submitted:



Criterion 1 – 40 Points – Specialized Knowledge and Experience and Technical Competence that the applicant displays for the work required based upon the work history and the resumes submitted for the staff proposed to perform the work. The past performance of the applicant on prior projects of the same or similar nature, based on the letters of reference and/or the client lists submitted, and based upon the results of any consultation that the HTUA chooses to conduct with such.

Criterion 2 – 30 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.

Criterion 3 – 20 Points – Cost of the proposed services.

Criterion 4 – 10 Points - Indian Owned Enterprise.<sup>1</sup>

## B. Evaluation Method

The HTUA Board shall evaluate each proposal submitted in response to this RFQ 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's 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 RFQ, the following procedure will be followed.

Upon completion of the Proposal Evaluation Process, the selection committee will forward its conclusion and recommendation to the Tribal Council for approval. This should be within 30-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 RFQ 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 RFQ. A copy of the Standard Hualapai Professional Services Agreement is

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<sup>1</sup> For any applicant claiming Indian Preference, the applicable information shall be entered where provided on the Form of Proposal. The 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. Therefore, the HTUA shall not be able to accept any such additional documentation after the deadline for the receipt of proposals.

included herein as Attachment E. Notice to Proceed is expected to occur within 10 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 Form
- D. Indian Preference Form
- E. Hualapai Professional Services Agreement
- F. HTUA Formation and Project Chart
- G. Mohave Electric Cooperative Certificate of Convenience and Necessity

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 and 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. 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.

**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. 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
- Clients 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 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 the 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: \_\_\_\_\_ Fax : \_\_\_\_\_

(6) Federal Tax ID Number \_\_\_\_\_

(7) State Contractors License; State, Type, and Number  
\_\_\_\_\_

(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.  
Name Title % Ownership

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

Name Title

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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 Board, its 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 Planning or HTUA discovers that any information is false, that shall entitle Planning or the HTUA to not make and award or to cancel any award with the undersigned party.

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Signature (Authorized Representative)      Title      Date

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Printed Name

## ATTACHMENT C

### PROPOSED COSTS 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.

1. Costs for Professional Services

2. Costs for Ancillary or Support Services

3. Costs for Travel Expenses

4. Costs for Other Expenses (copying, office supplies, etc.)



5. Total Cost

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Company Name

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Address

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Signature (Authorized Representative)

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Title

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Date

ATTACHMENT D

INDIAN PREFERENCE FORM

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 the 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 these 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).

Name and <u>Social Security No.</u>	I or <u>NI</u>	<u>Title</u>	<u>Address</u>	<u>% of Stock</u> <u>Ownership</u>
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_____	_____	<u>President</u>	_____	_____
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_____	_____	<u>Vice-President</u>	_____	_____
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_____	_____	<u>Secretary</u> <u>or Clerk</u>	_____	_____
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_____	_____	<u>Treasurer</u>	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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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).

Name and	I or		% of Stock
<u>Social Security No.</u>	NI	<u>Address</u>	<u>Ownership</u>

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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).

Name and	I or		% of Stock
<u>Social Security No.</u>	NI	<u>Address</u>	<u>Ownership</u>

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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:

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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:

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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:

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If Yes, complete:

	Hours Per Week
<u>Name/Title</u>	<u>Outside the Enterprise</u>
_____	_____




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:

<u>Name of person/business</u>	<u>Date of Action</u>	<u>Type of Action</u>	<u>Department or Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

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

\_\_\_Yes

\_\_\_No

If Yes, complete:

<u>Name and address of subsidiary, affiliate or other concern</u>	<u>Description of Relationship</u>
_____	_____
_____	_____
_____	_____

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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:

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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):

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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 bonafide 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.

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

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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

By: \_\_\_\_\_  
President's Signature                      Date

Attested by: \_\_\_\_\_  
Corporate Secretary's Signature      Date

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, Planning Department, 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 [ ] 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

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 payer 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 or 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.: \_\_\_\_\_

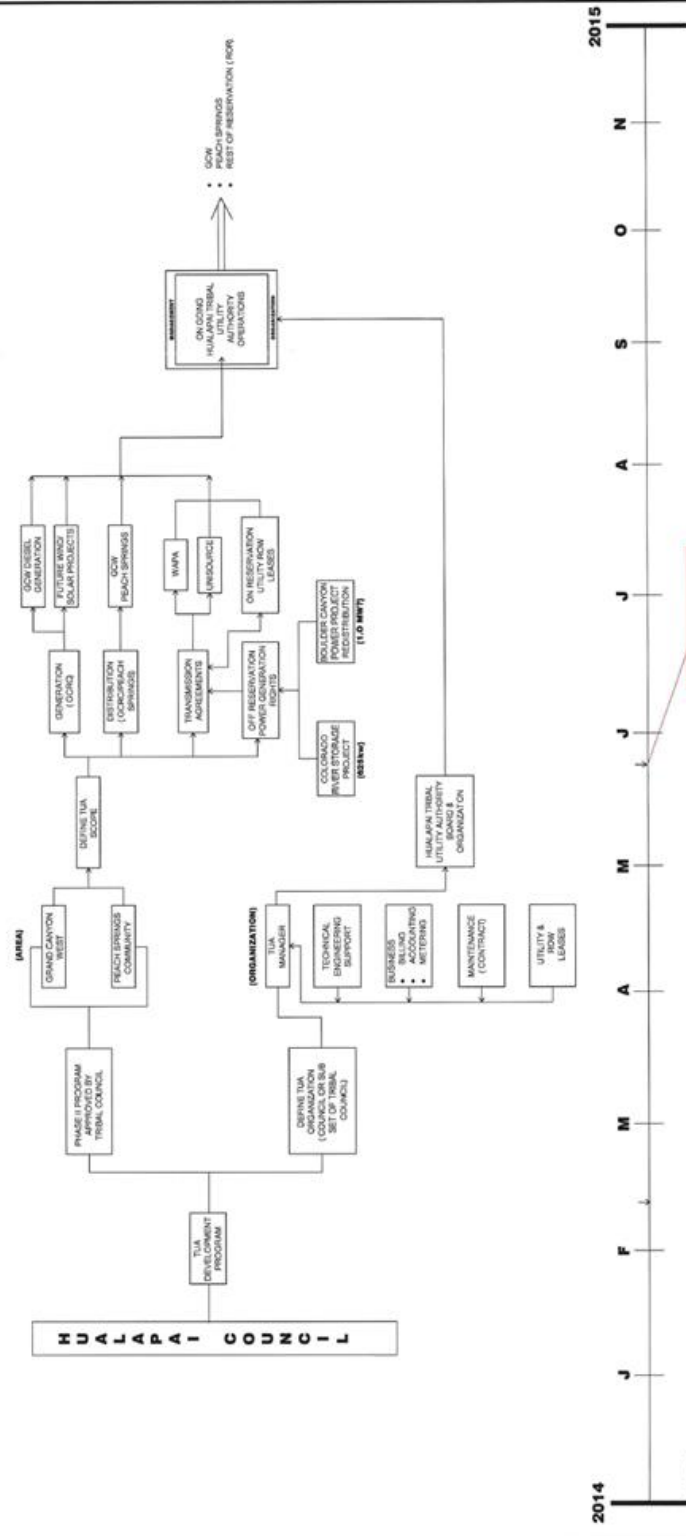
Line Item/ Account # : \_\_\_\_\_

ATTACHMENT F

HTUA Formation and Project Chart



# HUALAPAI TRIBAL UTILITY AUTHORITY (TUA) DECISION PROJECT



		<b>PROJECT FLOW CHART</b>	
PREPARED BY: JAL CHECKED BY: JAL DATE: 1-17-14 DRAWN BY: JAL DATE: 1-17-14	PROJECT NO.: SHEET NO.: TOTAL SHEETS:	PROJECT NO.: SHEET NO.: TOTAL SHEETS:	PROJECT NO.: SHEET NO.: TOTAL SHEETS:

