



**REQUEST FOR PROPOSAL (RFP 2024-01): NTU-Navajo Nation ARPA Project
Consultant/Project Manager**

Main Campus, Crownpoint, New Mexico

Issue Date: March 25, 2024

Closing Date: April 08, 2024

Navajo Technical University (NTU, “The Owner”) is requesting a Consultant/Project Manager for the NTU-Navajo Nation ARPA Project. The Owner seeks qualified Fixed Broadband and Enterprise Wireless with a strong aptitude in Wireless Research Development in the application of hardware, software, and spectrum vendors to submit bids.

Inquiries for bid and procurement information should be directed to:

**Navajo Technical University
ATTN: Business Office
P.O. Box 849
Crownpoint, New Mexico 87313
Phone: (505) 387-7503
E-mail: finance@navajotech.edu**

Completed proposals must be received at the address below **no later than 5:00 p.m. (DST) on Wednesday, April 08, 2024.**

**Navajo Technical University
Attention: Business Office
Mariem Tall, Interim Director of Finance
Enclosed: RFP-2024-01 “NTU-Navajo Nation ARPA
Project Consultant/Project Manager”
P.O. Box 849
Crownpoint, New Mexico 87313
OR Electronically submitted to: finance@navajotech.edu**

Proposals must be received by the date and time specified. Late proposals will be disqualified. In order to be considered for selection, bidders must submit a complete response to the **RFP**. Incomplete proposals may not be considered if the omissions are determined to be significant. The proposals must be submitted in two parts: **A. One (1) original and two (2) copies of the Proposal for NTU-Navajo Nation ARPA Project Consultant/Project Manager and, B. one (1) original of the Cost of Bid Proposal.** The Cost Proposals must be submitted in a **sealed envelope**, which specifies on its face the name of the Bidder and must clearly be marked **“NTU-Navajo Nation ARPA Project Consultant/Project Manager.” Bidder shall**

indicate if a Navajo Nation Priority 1 or Priority 2 Vendor. Proposals received after the date and time specified shall be returned unopened.

In accordance with the American Rescue Plan Act (ARPA) Broadband project Request for Proposal (RFP), interested firms are hereby notified of NTU's request to select the best-qualified firm for project implementation. While the Navajo Nation priority designations are important considerations, this option allows for flexibility in ensuring the selection of the most competent and capable firm to execute the project.

It is imperative that all proposals demonstrate a strict adherence to the timeline outlined in the RFP. Time sensitivity is a critical factor in the successful completion of the project, and proposals should clearly outline the firm's ability to meet or exceed the specified deadlines.

Additionally, proposals must exhibit a thorough understanding of broadband equipment and guidelines. This includes comprehensive knowledge of the latest technologies, industry standards, and best practices in broadband deployment. Firms should provide evidence of their expertise in designing, implementing, and maintaining broadband infrastructure in diverse environments.

The selection process will prioritize firms that can demonstrate a proven track record of successful project delivery, innovative solutions, and a commitment to meeting the unique needs of the community. All proposals will be evaluated based on their alignment with project objectives, technical capabilities, cost-effectiveness, and overall value proposition.

We encourage all interested firms to submit proposals that showcase their qualifications, experience, and commitment to excellence. The selection committee will thoroughly evaluate each proposal to ensure the chosen firm possesses the expertise and capabilities necessary to successfully execute the ARPA Broadband project within the designated timeframe.

Please refer to the RFP document for further details regarding submission requirements and evaluation criteria.

Thank you for your interest in participating in this important initiative to expand broadband access and connectivity. We look forward to receiving your proposals and working together to achieve our shared goals.

Navajo Technical University reserves the right to reject any and all bids submitted, to waive any informalities or irregularities and to re-advertise in its best interest and to request additional information from all bidders. The advertisement for bids does not commit Navajo Technical University to award a contract nor to pay any costs incurred for the preparation of bids. Any contract awarded will be awarded to the bidder, who, based upon evaluation of all bids, is determined to have submitted the best Bid, considering both qualifications and cost.

Proposer Certification Statement

Navajo Nation Business Opportunity Act (5 NNC§203 et. seq.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied.

In compliance with this request for bids and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed bid.

Name of Firm: _____

Name of DBA (If Applicable): _____

Represented By: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone No.: () _____ Fax No.: () _____

Email: _____

FEIN No.: _____ DUNS No.: _____

Bid Submittal Check list

- Proposal/ Bid Requirements
- Attachment A – Cost Bid (Separate Sealed Envelope)
- Attachment B – Department Status
- Completed IRS W-9 Form
- Proposer Certification Statement
- Navajo Nation Business Certification -Priority 1/Priority 2 (If applicable)

The above Firm DOES ___ DOES NOT ___ intend to respond to this Request for Proposal.

(Select One)

1. **GENERAL INFORMATION**

1.1 **Purpose**

Navajo Technical University (NTU) is inviting qualified vendors (hereinafter “Bidder”) to submit bids for a “**NTU-Navajo Nation ARPA Project Consultant/Project Manager.**” A complete description of the equipment is provided in the “Bid Specifications” of the RFP.

1.2 **Anticipated Schedule of Events**

The timetable for this RFP is presented below:

Activity	Target
Issue Request for Proposal	March 25, 2024
Bid Deadline: 5: 00 P.M. (DST)	April 8, 2024
Review/Selection/Recommendation	TBA
Approval and Awarding	TBA

2. **UNIVERSITY NARRATIVE AND BACKGROUND**

Navajo Technical University is a tribal technical university established in 1979 and chartered by the Navajo Nation. Located in Crownpoint in Northwest New Mexico, the University prepares Navajos and other students with a quality technical and vocational education, associate degrees, bachelor degrees, master degrees, or community education in a higher learning setting. With a current enrollment of 1,200 students at the main campus and at its satellite campus in Chinle and Teec Nos Pos Arizona, the university is in a unique position to transition students directly into the workforce or into four-year schools; it addresses the higher education needs of the Navajo Nation in an immediate and comprehensive manner. Navajo Technical University is accredited by The Higher Learning Commission of the North Central Association of Universities and Schools and is a member of the American Indian Higher Education Consortium.

3. **SCOPE OF SERVICES**

NTU requests consultation and assistance with the following areas:

- a) Develop a planning process to identify specific locations for potential deployment of fixed wireless services on the Navajo Nation at locations provided in the contract SOW.

- b) Coordinate location and project details with the Navajo Nation Office of

Broadband, where appropriate.

- c) Coordinate location planning for fiber with the Navajo Nation Office of Natural Resources or with an eligible telecommunications provider for backhaul and tower use, if applicable.
- d) Coordinate right of way access for fiber construction with NN Office of Natural Resources, if applicable.
- e) Prepare technical reference architectures for 2-3 wireless deployments intended for installation on the Navajo Nation with NTU, Department of Information Technology.
- f) Prepare planning to backhaul services to NTU's Albuquerque H5 aggregation service locations (ABQ-G, UNM Suite) for commodity and other services.
- g) Negotiate with commodity, specialized, and other external network service providers to be used in the projects.
- h) Prepare a technical reference architecture for the added service provider operations by NTU at Albuquerque H5 or with Navajo Nation aggregation location to be determined (e.g., Yatahey, NM) for each project site.
- i) Plan for and coordinate the installation for site wireless systems (may include power, physical space, cabling, etc.).
- j) Coordinate ordering, warehousing, and other business activities with NTU Finance and NTU Information Technology to acquire and support the logistics of each project.
- k) Oversee the installation of site installations.
- l) Prepare and distribute communications materials in support of each installation.
- m) Test and pilot services at each site.
- n) Pilot customer premises equipment installation with support from an ETC, if appropriate.

- o) Manage, modify, or adapt project outcomes where appropriate with NTU.
- p) Prepare project reports and other NTU required materials.

. Attachment A

4. BID SPECIFICATIONS

The bids must be submitted in two parts: **A. One (1) original and two (2) copies of the “NTU-Navajo Nation ARPA Project Consultant/Project Manager Bid” bid and including all other attachment(s).** The cost bids must be submitted in a **sealed envelope**, which specifies on its face the name of the bidder and must clearly be marked **“NTU-Navajo Nation ARPA Project Consultant/Project Manager Bid.”** Bidder shall indicate if a Navajo Nation Priority 1 or Priority 2 Vendor. Bids received after the date and time specified shall be returned unopened. In order for your bid to be considered, it must include the following:

A. Cost (Fees) Bid – Please attach.

B. Qualified Vendor Information

1. A signed letter of interest, stating the bidder's interest and qualifications in providing the required equipment. Brief bidder background.
2. Client references (minimum of three which encompasses the areas for which the bidder is proposing) - particularly similar educational institutions or organizations. List of references must include the name of the organization, address, telephone number, and name of individual to contact.

5. PREPARATION OF BID

A. Bidders interested in submitting a bid or have questions regarding the required services, the contents of bid, the selection or any other requirements, these questions should be directed to the following individual:

Navajo Technical University
ATTN: Business Office
P.O. Box 849
Crownpoint, New Mexico 87313
Phone: (505) 387-7505 and (505) 387-7432
E-mail: finance@navajotech.edu

B. Bidder is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent information, and respond completely. Each BIDDER shall submit bids containing all information required by the RFP.

C. Failure to respond to all portions of this RFP may result in the BIDDER'S

submittal being deemed non-responsive. Bids must be signed by an officer or principal of the BIDDER; however, they may be signed by an agent if accompanied by written evidence of authority.

- D. **A. One (1) original and two (2) copies of the “NTU-Navajo Nation ARPA Project Consultant/Project Manager” bid and including all other attachment(s)** will be accepted at the address stated below or hand delivered at the location specified in Section VIII, Part E by no later than **5:00 P.M., DST, April 8, 2024.** **Bids received after this time and date specified will not be considered.**

Navajo Technical University

Business Office

RE: RFP Enclosed RFP#2024-01 “NTU Navajo Nation ARPA

P.O. Box 849

Crownpoint, NM 87313

- E. No bill shall be withdrawn for a period of thirty (30) days after the due date of the submission of bid. A bidder may notify or withdraw the bid at any time prior to the bid due date by written request, signed by the same person who signed the bid.
- F. Bidders are responsible for making certain bids are delivered to the Business Office of Navajo Technical University. Mailing of bids does not ensure that the bid will be delivered in time or delivered at all. If Bidder does not hand deliver bid, Navajo Technical University suggests that Bidder use some sort of delivery service that provides a receipt.
- G. Bids will be accepted in person by United States mail, by private parcel or delivery service, or by private courier service. Due to COVID-19 circumstances, electronically submitted proposals will be accepted by the closing date and time. Send proposals directly to: finance@navajotech.edu. This is the only address to be utilized.
- H. Any bids received after the date and hour specified will be rejected and returned unopened to the bidder.
- I. Navajo Technical University reserves the right to postpone the date and time for opening bids through an addendum.
- J. Issuance of this RFP does not commit Navajo Technical University, in any way, to pay any costs incurred in the preparation and submission of bid. All costs related to the preparation and submission of bid shall be paid by the bidder. The issuance of this RFP does not obligate Navajo Technical University to enter into a contract for any services or expenses.
- K. All Navajo Technical University procurement is subject to the Navajo Nation Code and Code of Federal Regulations (CFR) as amended. **Navajo Nation Business Opportunity Act (5 NNC§203 et. seq.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied.** The Navajo Nation Business Opportunity Act provides qualified and certified Navajo owned businesses the opportunity to bid on Navajo Technical University contracts. A 5% bid preference will be given to any Navajo owned or Native American owned firm. To receive this preference, Navajo owned or Native American owned firms must be certified by the Navajo Nation

Business Regulatory Department.

- L. Bids are to be signed by an individual authorized to bind the submitter to its provisions. Bids are to contain a statement indicating the period during which the bid will remain valid. Failure to sign the bid will disqualify it.
- M. Navajo Technical University reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities.

6. **OPENING OF BIDS**

Bids will not be publicly opened. Except for the “**Cost Bid for the NTU “NTU-Navajo Nation ARPA Project Consultant/Project Manager”**” this will be publicly opened, read aloud, and recorded immediately after the date and time of submission of bid. All bids and evaluations will be kept strictly confidential throughout the evaluation, selection, and negotiation. Only members of the Evaluation Committee, Navajo Technical University administrative officers, and its agents having a legitimate interest will be provided access to the bids and evaluation results.

7. **GENERAL TERMS AND CONDITIONS**

A. Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Navajo Nation. The Bidder shall comply with applicable federal, state, and local laws and regulations.

B. Ethics in Public Contracting

By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, vendor or subcontractor in connection with their bids, and that they have not conferred on any University employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Bidders specifically certify by submitting their bid that they are not in violation of the applicable laws, for acts of bribery and/or conspiracy in restraint of free and open competition in its transactions with other entities or political subdivisions.

C. Debarment Status – **Attachment B**

By submitting their bids, all bidders certify that they are not currently debarred from submitting bids or bids on contracts by the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of federal government. **Debarment Status Form attached as Attachment B.**

D. Mandatory Use of Terms and Conditions

Return of the complete document is required. Modification of or additions to the general terms and conditions of the solicitation may be cause for rejection of the bid; however, the University reserves the right

to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid.

E. Clarification of Terms

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact Dr. Jason Arviso, Vice-President of Operations, whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the University and disseminated to all known Interested Parties.

F. Invoices

All interim and final invoices for services provided, delivered and accepted shall be submitted by the bidder for approval prior to payment to:

Dr. Elmer Guy, President
Navajo Technical University
P.O. Box 849
Crownpoint, New Mexico 87313

G. Payment Terms

The University will make payment within 30 days of receipt of a proper invoice for interim and final billings, provided that the billing has been approved by the President of the University.

H. Assignment of Contract

A contract shall not be assignable by the bidder in whole or in part without the written consent of the University.

I. Changes to the Contract

The University may order changes within the general scope of the contract at any time by written notice to the Bidder. Changes within the scope of the contract include, but are not limited to, things such as the place of delivery. The bidder shall comply with the notice upon receipt. The bidder shall be compensated for all reasonable additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by mutual agreement between the University and the bidder in writing.

J. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due notice, may procure them from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the University may have.

K. Precedence of Terms

Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8. **SPECIAL TERMS AND CONDITIONS**

A. Qualifications of bidders

The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the University all such information for this purpose as may be requested. The University further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the University that such bidder is properly qualified to carry out the obligations of the contract.

B. Cancellation of Contract

- The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the bidder. Any contract cancellation notice shall not relieve the bidder of the obligation to deliver and/or perform on all outstanding services prior to the effective date of cancellation. In the event of termination by mutual agreement, the bidder may be compensated for hours worked at the specified contractual rate for which the University received consulting services within the scope of the contract.
- If, through any cause other than acts of nature, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the bidder fails to fulfill in a timely and proper manner obligations under the contract, the University shall have the right to terminate the contract on written notice to the bidder specifying the effective date of termination.
- The bidder shall not be relieved of liability to the University for damages sustained by virtue of any breach of the contract by the bidder. The University may withhold, or require to be withheld, any payment to the bidder for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.

C. Contract Period

The term of the contract shall be measured from the date of commencement, subject to adjustments of the Contract Period as described. The Contract Period is that number of required hours to reasonably and professionally complete the Scope of Work/Services, to the full satisfaction of the Navajo Technical University. The term of the contract is at the sole discretion of the Board of Regents of the University for any additional review required by the University.

D. Contract Limitations

During the contract period, the bidder agrees not to submit bids on or perform any other consulting services outside the scope of this contract for the University without the prior written approval of the University.

E. Identification of bid Envelope

- The signed consulting services bid shall be submitted in a separate envelope or package, sealed and identified as follows:

compliance with all requirements of the contract.

H. Proprietary Information

The University will not accept responses to Invitations for Bid in cases where the Bidder declares the entire response to the RFP to be proprietary information. The Bidder must designate in the smallest increments possible, that part of the bid which is deemed to be proprietary.

I. Integrated Agreement

Any resulting contract represents the entire and integrated agreement between the Bidder and University and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the Bidder and the University.

J. Worker's Compensation

The Bidder shall be required at all times during the term of this agreement to subscribe and comply with applicable Workers' Compensation laws and to hold harmless the University and its authorized agents from any and all liability from or under said act.

K. Insurance Requirements

The successful respondent shall be required to have professional liability insurance in full force and affect upon award of contract and provide proof of coverage and limitations. The Bidder shall provide required Certificate(s) of Insurance within ten (10) working days of contract award notification and maintain such insurance during the entire term of the contract.

L. Income/Social Security/Employment Taxes

- The Bidder shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full and exclusive liability for the payments of any and all Federal or applicable state income taxes, contributions or for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the Bidder on work performed under the terms of this agreement.
- The Bidder further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials. The Bidder shall indemnify and hold harmless the University and its authorized agents from any contributions, taxes, or liability referred to in this article.

M. Drug Free Workplace

Bidders contracting with Navajo Technical University further certify that they will comply with the Drug Free Workplace Act in carrying out any contract resulting from this bid.

9. BID EVALUATION AND CRITERIA

A. An Evaluation Committee consisting of officers and employees of Navajo Technical University will be established. The Committee will

- make all decisions regarding the evaluations, determination of responsible Bidders and the competitive range; recommend the selection of the Bidder, if any, that may be awarded the Contract, and in negotiations.
- B. All aspects of the evaluations of the bids, any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation process.
 - C. All bids must conform to the specifications. Bids will be analyzed for conformance with the instructions and requirements of the RFP. Bids that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for competitive range. Navajo Technical University reserves the right to request of a Bidder to provide any missing information and to make corrections.
 - D. Evaluations will be made in strict accordance with all of the evaluation criteria specified herein. Evaluation of bids will be based upon the following criteria:
 - 1. Responsiveness of the bid in clearly stating and understanding the scope of services, and in meeting the bid requirements of the RFP.
 - 2. Previous experience of the Bidder in general as well as that of its partner(s), associate(s) and key support personnel (if applicable).
 - 3. Qualifications of the Bidder to provide the University with consulting services for the required period of time, provide adequate staffing, and show a history of demonstrated competence.
 - 4. University's assessment of the Bidder's abilities to meet and satisfy the needs of the University; taking into consideration additional services or expertise offered that exceed the bid requirements or the inability to meet some of the bid requirements.
 - 5. Relevancy to the University and appropriateness of Bidder's affiliations, professional memberships, and background or experience in the areas of higher education policy and funding, educational research methods, research design, program development and evaluation, involvement and knowledge of higher education related matters; in particular, advocacy for Native American Tribal Colleges will be of special interest in evaluating bids.
 - 6. Information obtained by the University from Bidder's references or other clients.
 - 7. Fees and expenses for services to be provided by the Bidder.
 - 8. Best interests of the University, only the University is in a position to determine their own best interests, and their decision shall be final.

10. AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. Navajo Technical University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of Navajo Technical University for any payment shall arise until funds are made available to the Chief Financial

Officer for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Chief Financial Officer. Any award of Contract hereunder will be conditioned upon said availability of funds.

11. AWARD OF BID

A. Submission and award of a Contract will be awarded to the lowest responsible bidder submitting a responsive Bid that is the most advantageous to Navajo Technical University, taking into consideration the factors outlined in this Request for Proposal.

B. Independent Contractor

It is expressly understood and agreed that the Bidder, if selected, and all persons designated by it to provide services in connection with the subsequent award of a Contract, is and shall be deemed to be an independent Contractor, responsible for its respective acts or omissions, and that Navajo Technical University shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that is has the authority to bind the other.

12. RESERVATIONS AND RIGHTS

A. Navajo Technical University reserves the right to:

1. Reject any and all bids received
2. Issue a subsequent RFP
3. Cancel the entire RFP
4. Remedy technical errors in the RFP process
5. Negotiate with any, all or none of the Bidders to the RFP
6. Accept the written bid as an offer
7. Waive informalities and irregularities
8. Accept one or more bids

B. The RFP does not commit Navajo Technical University to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of bids or in participation of a Contract.