

# **REQUEST FOR PROPOSAL #2023-001 INFORMATION PACKET**

**The Abandoned Uranium Mines Phase 2 Expanded Trust is seeking contractors to propose road enhancement and related services that enable access to an Abandoned Uranium Site in AZ.**



For additional information please contact:

Phase 2 Expanded Trust  
P.O. Box 848  
Navajo, New Mexico 87438  
Email: [procurement@navajoaumtrust2.org](mailto:procurement@navajoaumtrust2.org)  
Telephone: (505) 777-2393

## **I. PURPOSE OF REQUEST FOR PROPOSAL (“RFP”)**

The Haul Road requires improvement and/or repair for safe access and travel up to an abandoned uranium mine located on the mesa top by the Phase 2 Trust and its environmental contractors.

## **II. SCOPE OF WORK (“SOW”)**

### **A. Work Site Description**

The Abandoned Uranium Mine (“AUM”) site (“Work Site”) is located in the Tachee-Blue Gap Chapter of the Navajo Nation in northeastern Arizona as shown in **Figure 1**. Work Site has two access roads, combined into one haul road (“Haul Road”) requiring improvement (as shown in **Figure 2**):

1. Lower Access Road/Incline (shown as yellow in **Figure 2**) and Logistics:

BOL: Wpt – 250, N – 4011341, E – 0599188, Elev. – 6694 ft. Zone 12.

EOL: Wpt – 268, N – 1044603, E – 0599576, Elev. – 6833 ft.

2. Upper Mesa Access Road (shown as yellow in **Figure 2**).

Logistics:

BOL: Wpt – 269, N – 4012951, E – 0598438, Elev. – 6892 ft.

EOL: Wpt – 279, N – 4013278, E – 0598493, Elev. – 6960 ft.

The Haul Road is unpaved, in rough condition at the incline, and has not been maintained, making it currently unsuitable for 4x4 pickup trucks or track mounted drilling rig access. The Haul Road is currently accessible by a utility terrain vehicle or a 4x4 Jeep.

### **B. Work Description**

The Trust requires that the Haul Road be improved to enable a 4x4 pickup truck (example: Ford F-250), flat bed, and possibly a tracked drilling rig transported on its own without a truck to travel the haul road in a safe manner for project work.

#### **1. Pre-Assessment**

a. Contractor shall be available to visit the Haul Road in advance to prepare a written quote and work plan for the work.

b. Contractor shall submit written quote and work plan to Trust by Wednesday, May 31, 2023 at 12:00 pm.

#### **2. Improvement**

The Contractor shall complete the following improvements by Friday June 9, 2023. The unpaved access road improvement services include, but are not limited to, the following:

a. Improvement and/or repair of 1,000 foot incline on the initial part of the Haul Road by adding a minimal depth of 6 inches of fill dirt and/or rocks, and grading improve traction and stability of existing dirt road.

- b. Grading and in-filling three (3) miles of road access past the incline on the initial part of the haul road up to the mine site.
- c. Stabilizing slopes to reduce failures through select excavation and material disposal/placement.
- d. Road grading to shape haul road so that they disperse water.
- e. Soil berms within the existing access roads will be leveled.
- f. Haul road will be cleared of loose rock debris and large boulders. All rock and boulder materials must remain onsite.
- g. Creation of a “safety” berm along the outside edge of the Upper Mesa Access Road.
- h. The final width of the haul road shall be suitable for 4x4 pickup truck access (at least 12 feet wide).
- i. Excess soil generated during blading will be managed to the outer edge of the incline section of the haul road, especially in areas where the usable road width is narrower or has steep side slopes.
- j. Contractor shall apply water during access road improvement works as necessary to reduce dust generation and to aid with compaction. Any permits required and associated with obtaining the required water shall be completed by Contractor. A copy of the approved permit (if required) must be provided to Trust prior to mobilization.
- k. Typical heavy equipment which may be used to provide the requested services include but are not limited to hydraulic excavator, backhoe, bulldozer, and water truck.
- l. Removal and replacement of existing barriers at the lower entrance of the haul road to restrict public access.

**3. Prevention and Monitoring**

- a. Culture resources shall not be disturbed. Refer to **Figure 3** for previously identified cultural resources within the Work Site.
- b. Contractor must collaborate with the Trust’s Archeologist who will be present during performance of Scope of Work to monitor and prevent disturbance of cultural resources.
- c. If Contractor discovers new cultural resources, Contractor must stop work immediately and notify Archeologist.
- d. Contractor shall use pre-existing roads to reduce disturbance to the environment.

**4. Notice and Scheduling**

Contractor must provide at least three (3) day notice prior to performing Scope of Work.

**III. MINIMUM QUALIFICATIONS**

Applicants must provide sufficient background information to demonstrate they possess requisite experience to perform the services being sought through this RFP.

**A. General**

Selected contractor must possess:

1. Requisite insurance coverage of at least:
  - a. commercial general liability insurance with limits of liability of \$1 million per occurrence,
  - b. automobile liability insurance with limits of liability of \$1 million per accident,
  - c. the beneficiary of the insurance policies shall be the Trust, and such policies shall cover negligence committed by the Consultant, or other actions resulting in a general liability claim, related to implementation of the Agreements, and
2. Required licensure and certifications,
3. Professional working experience in rural, arid landscapes, topography, and weather; including knowledge of geologic and hydrogeologic features related to uranium and heavy metal mining on the Navajo Nation and the specific working and travelling conditions and logistics related to the location of the AUMs
4. The services being sought through this RFP require working closely with information of a sensitive nature. As such, the Applicant(s) must be willing to sign strict confidentiality agreement(s) not to disclose any information related to any of the activities within the purview of this RFP.

**IV. PROCUREMENT PROCESS AND REQUIREMENTS**

**A. Navajo Nation Law & Regulations**

All applicable Navajo Nation laws and regulations, now in force and effect, shall govern this procurement and Project, and shall govern the eligibility of all Applicants to be considered for a Contract Award.

**B. Schedule of Events**

The following dates/times are estimated. Nevertheless, the Trust will make every effort to adhere to them:

Action	Date/Time
1. Issuance of RFP	05/22/23
2. Last day to submit Proposals	05/31/23 at 12:00 pm MDST
3. Final Selection and Notice of Award	TBD
4. Initial meeting with Trust and Selected Contractor(s)	TBD
5. Completion of SOW	06/9/23

**C. Evaluation**

## **1. Process**

A Trust RFP Evaluation Panel (“Panel”) will review all responses to this RFP. Based on the criteria detailed above, the Panel will make recommendations to the Trustee concerning the proposal(s) that are best able to meet the goals of the RFP.

## **2. Evaluation Criteria**

Proposal shall be evaluated and rated in accordance with the criteria provided below. The Panel reserves the right to waive minor irregularities. The Panel also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure does not otherwise materially affect the procurement. The following criterion will be used to evaluate proposals. Proposals will be evaluated by their merits. The general criteria upon which a selection will be made include, but are not limited to:

- a. Superior ability or capacity to meet requirements of the Project,
- b. Superior prior experience of Applicant and/or staff,
- c. Superior skill and reputation, including timeliness and demonstrable results,
- d. Anticipated long-term effectiveness, and
- e. Proposal meets prequalification requirements.
- f. Knowledge of cultural awareness, diversity of landscape conditions for the work to be performed, and the uranium mining history of the Navajo Nation.
- g. Demonstration of cost effective, targeted, modern methodology.
- h. Approach for Project, including health, safety, and quality assurance methods, including proposed time to perform services.

## **V. PROPOSAL SPECIFICATIONS**

### **A. Submission Due Date**

**Proposals must be emailed to [procurement@navajoaumtrust2.org](mailto:procurement@navajoaumtrust2.org). All Proposals must be received by the Trust on or before 12:00 MDST on Wednesday May 31, 2023** without exception. Any Proposal received after the due date will be Disqualified.

### **B. Format**

1. Proposals must be prepared with a straightforward, concise description of the Applicant's ability to meet the requirements of the RFP.
2. Each proposal must provide all the information detailed in this RFP using the format for proposal content described below.
3. Proposals must be one (1) page and written. Required content includes:
  - a. Compensation  
Applicants are responsible for indicating compensation requirements in response to the RFP. Applicants must indicate their compensation requirements for these services. Include any terms and conditions, if any. Information may include but is not limited to:

- i. Prices or rates for personnel, equipment, and services. Include a cost detail sheet for rates of all personnel to be included in contract to perform work,
    - ii. Prices or rates for anticipated subcontractor services, and/or
    - iii. Cost tracking method describing how the Applicant tracks costs on a project basis.
  - b. Inform if “Priority 1” or “Priority 2” as applicable
  - c. Supporting Documents, as applicable
    - Including but not limited to:
      - i. Navajo Preference Certificate of Business, if applicable,
      - ii. Navajo Certificate of Formation,
        - (If Applicant is not registered to do business, Applicant must be willing to register to do business with the Navajo Nation within 30 days, if chosen as Selected Contractor).
      - iii. Required Licenses, if applicable, and
      - iv. Insurance Documentation.
- 4. All submitted Proposals must be clearly marked “CONTRACTOR PROPOSAL FOR RFP #2023-01”

**C. Confidential and Proprietary Information**

Any information included in a Proposal that the submitting Party wants to be treated as confidential must be clearly marked “proprietary” or “confidential”.

**D. Subcontractors and Mandatory Statement**

- 1. The Selected Contractor shall perform all work that may result from this Procurement, and all payments under the Contract shall only be made directly to the Selected Contractor. Use of subcontractors is subject to pre-authorization by Trustee and shall not exceed more than 49% of the total performance under the Contract.
- 2. All subcontractors must be identified in the Proposal. The submitting Party must include a list of subcontractors that may be used in the performance of the Project.
- 3. Submitting Party must include a signed statement accepting responsibility for subcontractors.

**E. Corrections or Amendments**

Any Party wanting to amend or revise any submitted proposal, may do so as long as the final proposal is submitted by the submission due date described above in Section II(B). Any amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such.

**F. Withdrawal of Proposal**

Any Party may withdraw its proposal. Request must be in writing by an authorized Party on or before the date of proposal opening set forth above in Section II(B).

## **VI. DISCLAIMERS**

The Trust is issuing this RFP Packet and managing the Procurement. The Trust is the only entity authorized to make copies of, distribute, amend, cancel/withdraw, and to release any information pertaining to this RFP or Project.

This RFP does not commit the Trust to award a contract. This RFP and the process it describes are proprietary and are for the sole and exclusive benefit of Trust. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the Trust and may be subject to public disclosure by the Trust.

All costs incurred in preparation, reproduction, transmittal, delivery, or presentation of a proposal, or any other information submitted in response to the RFP, shall be paid solely by the Applicant.

### **A. Non Exclusivity**

Nothing herein is intended to create any exclusive arrangement with the Applicant or Selected Contractor. The Trust retains its right to acquire similar, equal or like goods and/or services from other entities or sources.

### **B. Right to Cancel or Modify this RFP**

#### **1. Cancel RFP**

The Trust, at any time prior to a Contract Award, may cancel this RFP in its sole and absolute discretion.

#### **2. Revisions to RFP**

The Trust reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on the Phase 2 Expanded Trust website with the original RFP. It is the Applicant's responsibility to check the website frequently to determine whether additional information has been released or requested.

#### **3. Proposal Binding**

By signing and submitting its proposal, each Applicant agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 90 calendar days from the proposal deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the sole discretion of the Trust result in rejection of Applicant's proposal.

#### **4. Reservation of Rights**

By submitting its response to this notice of Request for Proposals as posted on the Trust website, the Applicant accepts and agrees to this Reservation of Rights. The term "notice of request for proposals," as used herein, shall mean this RFP, and include all information posted on the Trust website in relation to this RFP.

### **C. Appropriation Limits**

No Contract shall be awarded if there are insufficient appropriations for the Project. All budgets are subject to Agency approval. Any awarded Contract may be terminated if such appropriations and/or approvals are lacking, at the sole discretion of the Trust.

**D. Reservation of Rights**

The Trust reserves the right, and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

1. to reject any and all proposals and to reissue this RFP, at any time,
2. to issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP,
3. to issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP, in order to obtain additional proposals or for any other reason the Trust determines to be in its best interest,
4. to extend this RFP to allow for time to obtain additional proposals prior to the RFP proposal deadline or for any other reason the Trust determines to be in its best interest,
5. to supplement, amend, substitute or otherwise modify this RFP at any time prior to issuing a notice of intent to develop a provider agreement or consultant contract to one or more Applicants,
6. to cancel this RFP at any time prior to the execution of a final provider agreement whether or not a notice of intent to develop a provider agreement has been issued,
7. reserves its right to refuse to execute a Contract for the Project.
8. to waive any defect or deficiency in any proposal, including, without limitation, if, in the Trust's sole judgment, the defect or deficiency is not material to the proposal, or
9. to do any of the foregoing without notice to Applicants or others, except such notice as the Trust, in its sole discretion, elects to post on the Trust website.

**E. Acceptance**

Submission of proposal constitutes acknowledgement and acceptance of all requirements and conditions governing this Procurement.

**VII. CONTACT**

Inquiries or requests regarding this RFP will only be accepted in writing and should be made to designated Procurement Manager shown below.

Phase 2 Expanded Trust – Procurement  
Email: [procurement@navajoaumtrust2.org](mailto:procurement@navajoaumtrust2.org)

- A. Questions about the RFP or Project will be accepted until May 29, 2023 in writing by email.
- B. Contact with other Phase 2 Expanded Trust staff regarding this RFP is not permitted and failure to comply with this restriction could result in disqualification.
- C. For more information on the Phase 1 Sites visit: <https://www.epa.gov/navajonation-uranium-cleanup/trust-mines>



VIII. ATTACHMENTS

Figure 1 – Map of Work Site

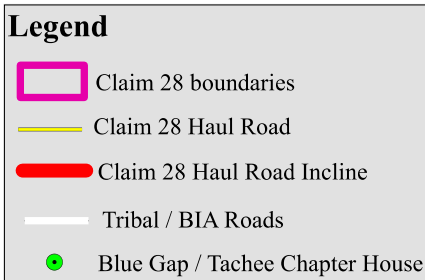
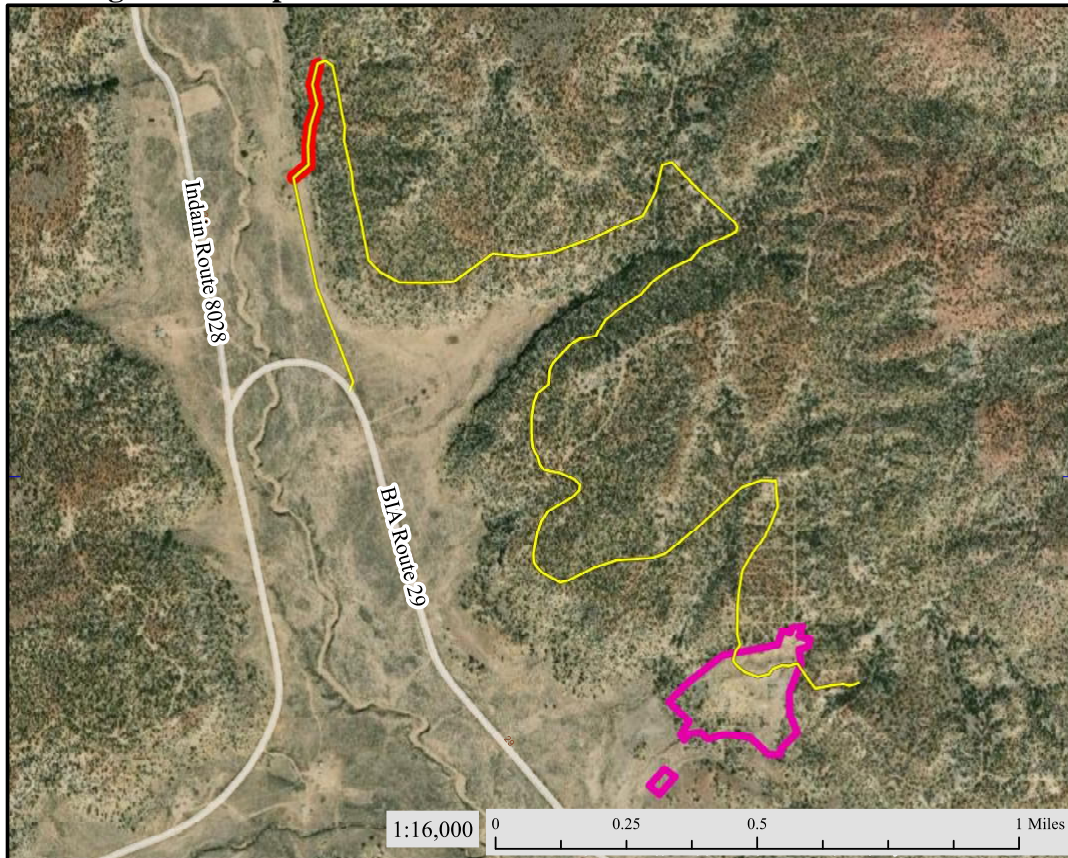
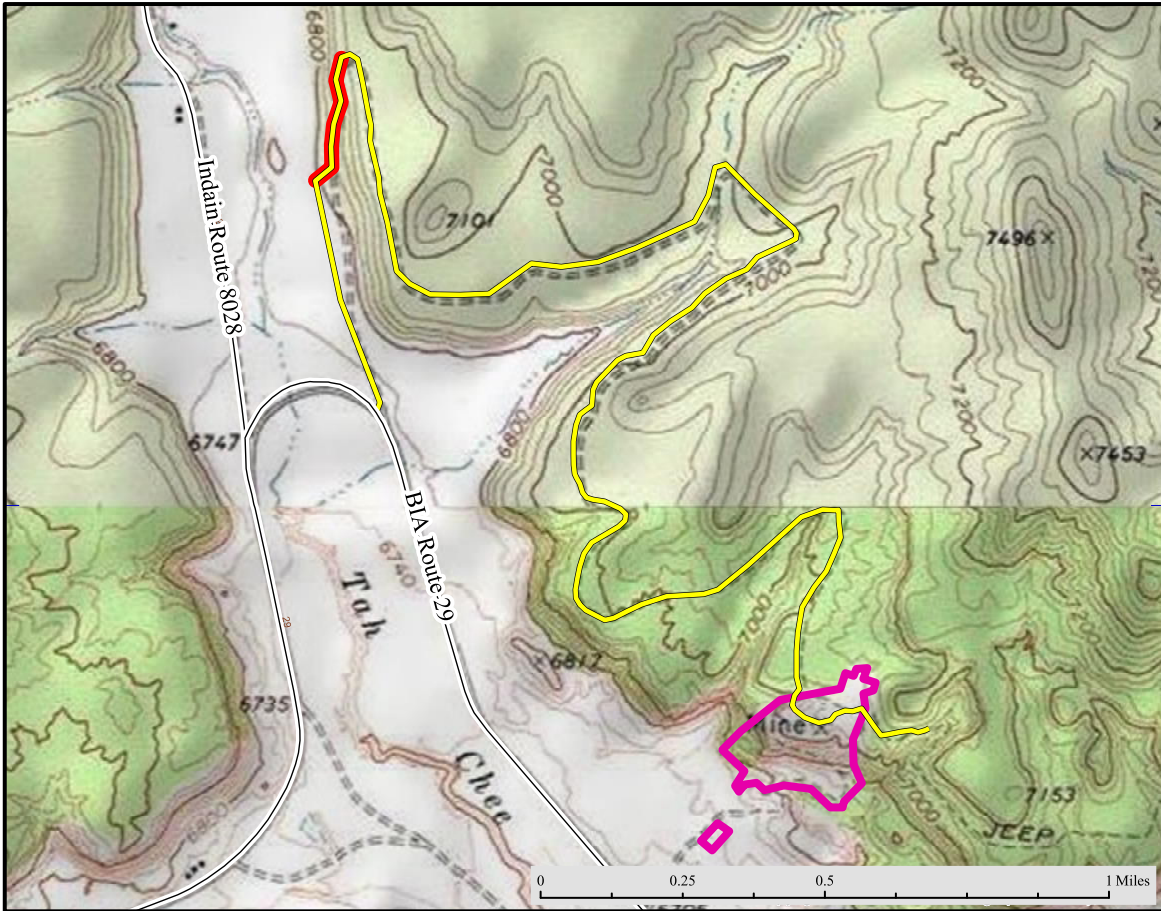







Figure 2 – Map of Access Road to Work Site that Requires Improvement

**A map showing the proposed road improvement for the Upper Mesa Access Road to Claim 28 in Blue Gap / Tachee, AZ.**



**Legend**

-  Claim 28 boundaries
-  Claim 28 Haul Road
-  Claim 28 Haul Road Incline
-  Tribal / BIA Roads
-  Blue Gap / Tachee Chapter House



**Figure 3 – Map of Cultural Resources found at Work Site**

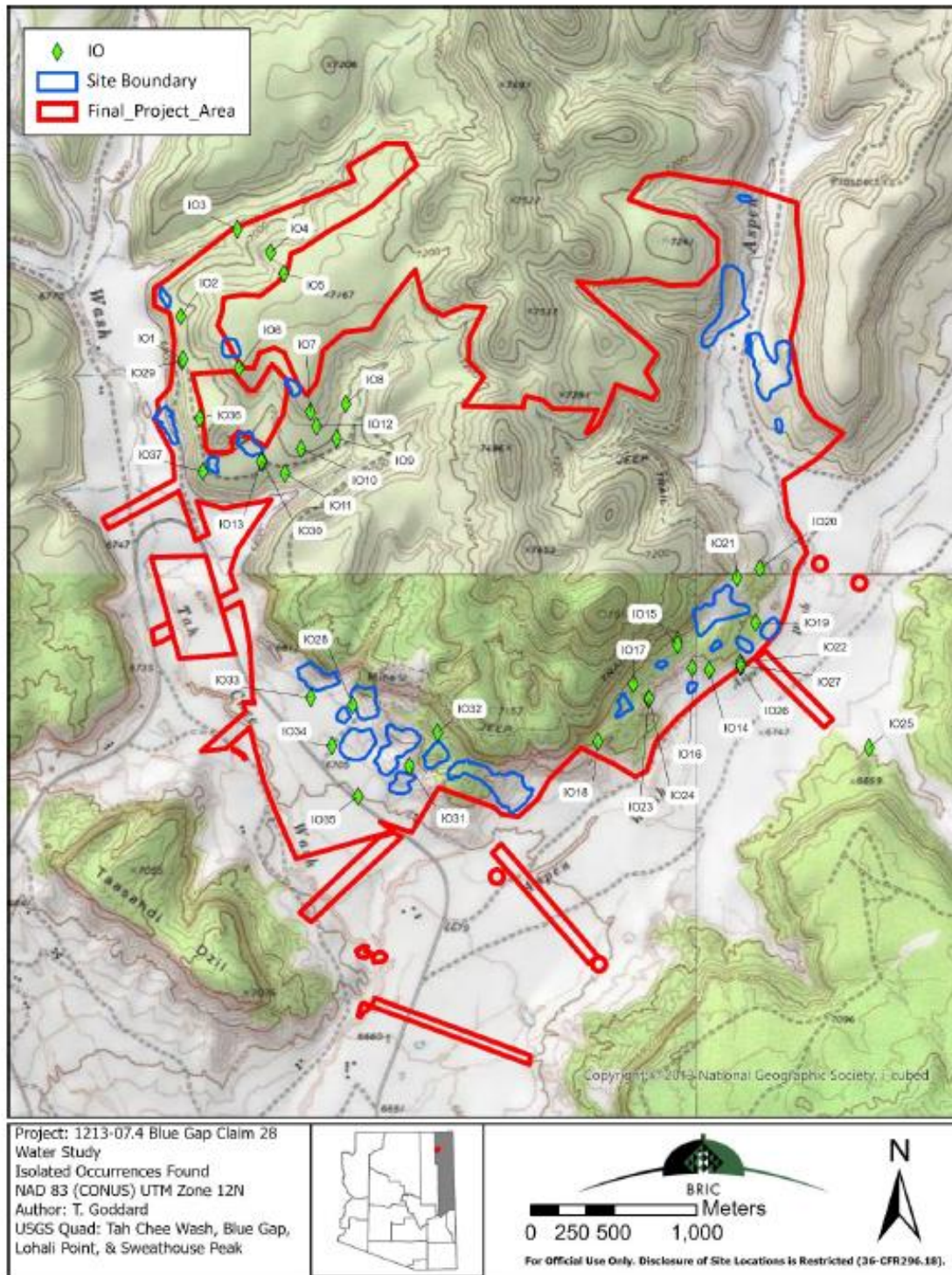


Figure 37: Isolated Occurrences Found