

**Request for Proposal for
Agriculture Resource Management Plan and
Environmental Impact Statement [EIS]
Request for Proposals**

BID OPENS: April 1, 2024, 8:00 am

BID CLOSE DATE: April 30, 2024, 5:00 pm

RFP BID NUMBER: 24-03-3265SB

INVITATION: Agriculture and Resource Management Plan (ARMP) and EIS Consultant

Introduction

The Navajo Nation Department of Fish and Wildlife (NNDFW) is requesting to secure a consultant to develop an Environmental Impact Statement [EIS] to fulfill the National Environmental Policy Act compliance for the Navajo Nation ARMP.

The Navajo Nation is a sovereign government and all contracts entered into as a result of this RFP must comply with Navajo Nation laws, rules, and regulations, including the Navajo Preference in Employment Act, as well as applicable federal laws, rules, and regulations.

The payment procedures established by the Division of Finance shall be adhered to and will begin whenever goods are delivered and accepted.

If you have additional questions please send them by email to Roxie June, Principal Planner, NNDFW. Please note that response to the inquiries will be at the Navajo Nation's discretion and the earliest opportunity.

CONTACT PERSON: Roxie June, Principal Planner

Navajo Nation Department of Fish and Wildlife (NNDFW)

Phone: 928-871-6450 Email: rjune@nndfw.org

ADDRESS PROPOSALS TO: Sharon Belone, Buyer, RE: RFP BID No. 24-03-3265SB

MAIL TO: Purchasing Service Department

P.O. Box 3150

Window Rock, AZ 86515

OR HAND DELIVER TO: Purchasing Service Department

Admin Building One, First Floor

2559 Window Rock BLVD

Window Rock, AZ 86515

CONDITIONS GOVERNING THE INVITATION FOR BIDS:

Must have experience working with the Navajo Nation natural resource entities and development of an ARMP and EIS. Must have extension experience working with federal and other agencies that manage and/or monitor Navajo Nation agricultural resources. Should the bidder be verified as being on the Navajo Nation Business Regulatory Listing, they will have an advantage. However, this does not guarantee a BID award.

The Navajo Nation is not bound to enter a contract under this RFP and may issue a subsequent RFP for the same purchase. Since the Navajo Nation is a sovereign government, all contracts shall comply with Navajo Nation law, rules, and regulations, as well as federal laws, rules, and regulations.

Please see Scope of Work for additional information.

CONDITIONS GOVERNING THE PROCUREMENT:

A bid shall be effective on the date of award.

INSTRUCTIONS TO OFFERORS:

Must identify BID# and Company Name on the OUTSIDE of all sealed packages/envelopes.

Please submit an original and two (2) copies of your sealed bid.

Visibly mark on the outside of the proposal package, if applicable, the offeror's priority status under the Navajo Nation Business Opportunity Act (NNBOA). It is the responsibility of the offeror to identify themselves as certified under the NNBOA.

CLOSING REMARKS

The BIDS will open on APRIL 2, 2024, and close on April 30, 2024, at 5:00 pm, MST. RFPs received after the specified time will not be accepted. Please allow adequate time for delivery. If using a courier service, the dealership is responsible for ensuring delivery will be made directly to the required location.

Please include the W9 and the Debarment, Suspension, and Contracting Eligibility Forms (see following pages).

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

Scope of Work

Navajo Nation Agricultural Resource Management Plan And Environmental Impact Statement (EIS) Navajo Nation Fish and Wildlife March 2024

SCOPE

The Contractor will be responsible for creating an Agricultural Resource Management Plan (ARMP) and Environmental Impact Statement (EIS) for the Navajo Nation for the referenced project.

CONFIDENTIALITY

The information developed under this task order is the property of the Navajo Nation and shall be kept in strict confidence.

PERIOD OF PERFORMANCE

Tasks 1 – 17 of this task order shall be provided from the day after the contract is awarded until Tuesday, April 30, 2024.

INTRODUCTION/BACKGROUND

The Navajo Nation is located in northeastern Arizona, southeastern Utah, and northwestern New Mexico and encompasses approximately 17 million acres (Figure 2-1).

Designated rangeland in the Navajo Nation is defined as either Range Units or as Range Management Units (RMU) or Land Management Districts (LMD). Range Units are defined by the Bureau of Indian Affairs (BIA) as rangelands consolidated to form a unit of land for the management and administration of grazing under a permit. LMDs are defined by Navajo Nation law per 3 NNC Chapter 5. Grazing as Fee Patent Lands, Trust Lands, Allotted Lands, BLM Leased Lands, State Leased Lands, and other forms of land in the States of New Mexico and Arizona.

The Navajo Nation Ranch Program has three main objectives: 1) to provide for productive and optimum use of lands under the direct control of the Navajo Nation designated as Ranch Lands; 2) to ensure that sufficient revenues are realized to pay taxes, land use fees, and cost of administration; and 3) to carry out select purposes for land acquisition. Livestock are managed by the BIA per 25 CFR 167 with grazing regulations applying to land within Navajo Nation boundaries held in trust by the United States and all trust land hereafter added to the Navajo Nation. These lands encompass approximately 2.6 million acres. The highly disturbed nature of designated range lands has promoted the growth of many invasive weeds due to overgrazing.

Farmland includes lands officially designated for agricultural purposes either through land lease agreements or permits by the Navajo Nation per 3 N.N.C. 1 or by the BIA per 25 CFR 162. Designated or permitted farmlands comprise approximately 40,000 acres of the Navajo Nation. Farmlands are further categorized as either dryland farms or irrigated farms. Irrigated farms are typically located near surface water, which is used to water fields. Dryland farms are typically located further away from surface waters and permit holders must provide water to their land through various means of irrigation, pumping, and use of seasonal precipitation.

Farmland also includes lands that are part of the NAPI and Navajo Indian Irrigation Project (NIIP) lands, which provide irrigation and agricultural products for the Navajo Nation. The Bureau of Indian Affairs (BIA) is

responsible for NAPI and NIIP project oversight and ensuring the project complies with environmental concerns. The Navajo Nation is responsible for overall management and operations. NAPI lands comprise approximately 110,000 acres along the border between Northern Navajo Agency and Eastern Navajo Agency east of Farmington, NM.

In 2014, 60,000 to 70,000 acres were in active production. The remaining 40,000 to 50,000 acres are not currently in active management due to delays in the construction of the NIIP irrigation delivery system to the site.

Table 1. Navajo Grazing permits for 2012 as reported by the BIA Navajo Region Government Performance and Results Act (GPRA) Coordinator. Data was compiled on January 10, 2014.

| Navajo Agency | Land Management District | # of Grazing Permits |
|----------------------|---------------------------------|-----------------------------|
| Central (CNA) | 4 | 82 |
| | 10 | 936 |
| | 11 | 456 |
| Eastern (ENA) | 15 | 189 |
| | 16 | 460 |
| | 19 | 113 |
| | 20 | 340 |
| Fort Defiance (FDA) | 7 | 608 |
| | 14 | 735 |
| | 17 | 1,426 |
| | 18 | 958 |
| Northern (NNA) | 9 | 595 |
| | 12 | 1,199 |
| | 13 | 210 |
| Western (WNA) | 1 | 532 |
| | 2 | 364 |
| | 3 | 664 |
| | 5 | 354 |
| | 8 | 705 |
| TOTAL | | 10,926 |

| Agency | Approved Grazing Permits | No. of SUYL Permitted | 2018 Tally Count | | | | | |
|---------------------------|--------------------------|-----------------------|------------------|--------|----------|-------|----------|------------|
| | | | Sheep | Cow SU | Horse SU | Goats | Llama SU | Total SUYL |
| Western Navajo | 2,619 | 137,142 | 10,277 | 8,667 | 1,547 | 1,034 | 0 | 21,525 |
| Northern Navajo | 2,004 | 86,429 | 5,658 | 2,614 | 490 | 444 | 0 | 9,206 |
| Central/Chinle Navajo | 1,474 | 54,009 | 3,135 | 1,075 | 262 | 168 | 0 | 4,640 |
| Fort Defiance | 3,727 | 169,688 | 8,926 | 2,298 | 1,272 | 458 | 21 | 12,975 |
| Eastern Navajo | 1,102 | 57,678 | 924 | - | 170 | 117 | - | 1,211 |
| New Lands* | 75 | 4,346 | 231 | 2,948 | 120 | 84 | 2 | 3,385 |
| Navajo Partitioned Land** | - | - | 313 | 44 | 65 | 27 | 0 | 449 |

Table 2. Annual Livestock Inventory (Tally Count) data from 2018 for livestock in the Navajo Nation.

Tally Count data does not indicate the total number of animals grazing on the Navajo Nation, rather the data provides information on livestock population fluctuations for each Agency.

The Tally Count data can represent anywhere from 30-60% of the population of livestock on designated rangeland but does not take into account feral livestock, including the equine, population. Tally Counts are performed by the Navajo Nation Department of Agriculture (NDA) through the District Grazing Committee Members (DGCM). It is the responsibility of the grazing permit holder to request a Tally Count by working with the DGCM to complete an annual Tally Count. All animals are presented in Sheep Units (SU), as numbered on the grazing permit (1 cow = 4 SU, 1 horse = 5 SU, 1 llama = 3 SU. Sheep and goats each equal 1 SU).

NOTE:

* New Lands Tally Count data is for 2013 as provided by the Office of Navajo and Hopi Indian Relocation.

** All grazing permits for the Navajo Partitioned Lands were canceled on October 14, 1973.

In addition to the management of grazing permits, the NDA also manages several Navajo Nation-owned ranches in Arizona and New Mexico. The ranches are used by members of the Navajo Nation to temporarily remove cattle as part of grazing deferment periods on customary use areas and/or to graze cattle as they have no grazing permit

In 2018, the BIA Navajo Regional Office (NRO) and the Navajo Nation determined the need for an integrated and coordinated management plan that utilized methodical, science-based strategies to actively monitor and manage the rangelands and croplands. In conjunction with developing an ARMP, BIA NRO determined that compliance with the National Environmental Policy Act (NEPA) was necessary to facilitate discussions with the public regarding the potential impacts of range and cropland management. In addition, completing one wholesale environmental compliance effort for integrated agriculture would allow the BIA Range Specialists to streamline processes and elicit large-scale cooperative projects. The DGCM, the NDA, and members of the Navajo Nation have also repeatedly requested accurate and current range studies for the entire Navajo Nation due to the continuous drought impact exacerbated by the severe overpopulation of livestock including feral equine.

In response to the identified need for a more balanced approach to agricultural resource management, the BIA Navajo Regional Office (NRO) initiated the development of the Agricultural Resource Management Plan (ARMP). This ARMP identifies range and cropland health concerns and detailed health strategies in addition to consolidating the best management practices available. Best management practices that have been limited in the past are now an integral component of the BIA NRO's agricultural management efforts, such as early detection and eradication, prevention, and education. This plan will encompass 10 years but will incorporate a plan review after five years. It is estimated that during the first five years of the project, approximately certain acres will be treated. Repeated treatments will be necessary for most resource concerns since monitoring is the key to success. Therefore, re-occurring treatments will be implemented until the desired management goal is reached.

Several projects are being planned within the Navajo Nation. Without an ARMP and an Environmental Impact Statement (EIS), some of these projects may not be implemented. Therefore, there is a need for an EIS for the Navajo Nation to help support decision-making processes in the Navajo Nation.

This EIS will be written in conjunction with an ARMP. The development of the ARMP supports the goals identified in the American Indian Agricultural Resources Management Act (AIARMA) and the National Environmental Policy Act (NEPA). The AIARMA seeks to balance BIA's responsibility as trustee of Indian land and resources with the need for Indian tribes and individual Indian landowners to manage and plan for their trust resources. The EIS will cover the NEPA aspect of the ARMP. The Navajo Nation ARMP is being developed under a 638 contract by the Navajo Nation Department of Fish and Wildlife. When completed, the Navajo Nation ARMP will serve as a policy document based on the Navajo Nation's vision for the redevelopment of the Navajo Nation.

| Item No. | ARMP Budget |
|----------|---|
| 1 | Interdisciplinary Team Meeting |
| 2 | Kick-Off Meeting |
| 3 | Additional Initial ID Workshop |
| 4 | ID Team and Subgroup Meetings |
| 5 | 10 - Agency Community Involvement Meetings (data collection/draft report) |
| 6 | 20 - Elected Officials Workshop Meeting (data collection/draft report) |
| | 5 - Agency DGCM Meeting |
| | 1 - Reservation Wide DGCM Meeting |
| | 1 - Quarterly Joint Farm Board Meeting |
| | 1 - Reservation Wide Joint Farm Board Meeting |
| | 2 - Joint ENLB Committee Meeting |
| | 10 - Chapter Agency Council Meetings |
| 7 | Document Approach for Grazing Mgt. Plan Dev. |
| 8 | Approach for ARMP |
| 9 | 12 - Scoping Meetings |
| 10 | Draft ARMP Comments - Community Meetings |
| 11 | Cooperating Agency Agreements & Tribal Consultation |
| 12 | Preparation of FEIS |
| 13 | ESA Section 7 Compliance |
| 14 | National Health Preservation Act Compliance |

| Item No. | EIS Budget |
|----------|--|
| 1 | Interdisciplinary Team Meeting |
| 2 | Literature Review |
| 3 | Alternative Development |
| 4 | Public Agency/Scoping |
| 5 | Project Schedule and Coordination |
| 6 | Administrative Record |
| 7 | Preparation of Internal Draft EA |
| 8 | Camera Ready DEA |
| 9 | DEA Public and Agency Review Meetings |
| 10 | Draft Comment Analysis Report |
| 11 | Response to Public Comments and Text Changes |
| 12 | Preparation of FEIS |
| 13 | ESA Section 7 Compliance |
| 14 | National Historic Preservation- Act Compliance |

PROJECT OBJECTIVES

The objective is to complete an Environmental Impact Statement (EIS) for the Navajo Nation, to include:

1. Internal Scoping
2. Public/Agency Scoping
3. Literature Review
4. Alternatives Development and Refinement
5. Project Schedule and Monthly Status Calls
6. Maintaining the Administrative Record
7. Preparation of the Internal Draft EIS
8. Camera-Ready DEIS
9. DEIS Public and Agency Review Meetings
10. Public Review Comment Analysis
11. Response to Public Comment and Text Changes
12. Preparation of FEIS
13. Endangered Species Act (ESA) Section 7 Compliance
14. National Historic Preservation Act (NHPA) Compliance

These tasks are described below as Environmental Impact Statement (EIS) Tasks in the “Services to be Completed” section.

NOTE: The BIA will be responsible for the preparation of the Record of Decision (ROD).

KEY PERSONNEL SUBSTITUTIONS

During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall provide written notification to the Navajo Nation Department of Fish and Wildlife Principal Planner (NFWD PP) within 15 calendar days after the occurrence of any of these events and provide the information required below. After the initial 90-day period, the Contractor shall submit the information required to the NFWD PP at least 15 days before making any permanent substitutions.

The Contractor shall provide a written detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the NFWD PP. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The NFWD PP will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause shall be modified to reflect any approved changes of key personnel.

SERVICES TO BE COMPLETED

This Scope of Work (SOW) defines information requirements, products, and services to be produced by the Contractor. Also included in this SOW are communication and coordination activities such as conference calls and meetings with BIA and the Navajo Nation staff.

The Contractor shall provide all manpower, equipment, and services to perform the tasks described in this SOW. All work shall be technically and legally defensible and in compliance with the requirements of NEPA; the Council on Environmental Quality NEPA Regulations (40 CFR 1500-1508); the Department of Interior NEPA Regulations (43 CFR Subtitle A Part 46); Director's Order-12 Conservation Planning, Environmental Impact Analysis, and Decision-Making, and its NEPA Handbook (collectively, DO-12); Indian Affairs National Environmental Policy Act (NEPA) Guidebook; the Endangered Species Act (ESA) and implementing regulations (50 CFR 402); the National Historic Preservation Act of 1966 (NHPA) and implementing regulations (36 CFR 800), and other applicable laws, policies, and regulations.

A separate Biological Evaluation (BE) will be prepared in compliance with section 7 ESA consultation requirements and shall analyze impacts to sensitive species listed by the Navajo Nation Department of Fish and Wildlife (NNDFW). The BE will be prepared in a format consistent with NNDFW guidelines and Section 7 of the Endangered Species Act. The BE will be prepared using information. The contractor, if it so chooses, may make a site visit to the Navajo Nation. The contractor must have an NNDFW Biological Investigation Permit. The BE will be submitted to the BIA, and the NNDFW for review. The NNDFW Biological Compliance Form will be included as an appendix to the EIS.

In addition, under 36 CFR 800.8, the contractor shall assist the BIA and the Navajo Nation in meeting their obligations under section 106 of the NHPA and the procedures required by 36 CFR Part 800. The contractor will conduct a cultural Class II survey which will characterize resources in the region and establish a standardized site interpretation, which would streamline the reporting on any subsequent Class III work that would be needed to support development. The Class II survey would consist of a sampling strategy and a limited Class III survey. The resulting data will serve as an index project that would establish recognized baseline site descriptions, and research questions and help with eligibility determinations. A set of standards for the region could streamline the review process with the Navajo Nation Heritage and Historic Preservation Department (NNHPD) as well. The contractor will also integrate an ethnographic study into the site interpretations. The contractor must have an NNHPD Cultural Resources Investigation Permit. The report will be submitted to the BIA, the NNDFW, and NNHPD for review. The Cultural Resource Compliance Form will be attached to the EIS as an appendix.

For the development of this EIS and BE, the Contractor shall identify and use all available scientific data and research associated with the impacts of the Navajo Nation on resources including, but not limited to: threatened and endangered species, vegetation, soils, wildlife, cultural resources, wetlands, and water resources (including seeps and springs). The Contractor shall base any impact assessment and resulting conclusions on published and/or peer-reviewed scientific literature, when available.

All products must be 508 compliant, be edited, and be user-friendly for public review and understanding. The Contractor's name shall not appear on the cover and/or coversheet of any draft or final products. Draft products shall include line numbers to facilitate the review process. The Contractor shall perform a consistency check of all data and facts used throughout all deliverable products.

NOTES ON DELIVERABLES:

- All draft deliverables shall be line-numbered and include the date of revision in the header or footer.
- When timeframes are specified in the Statement of Work, they are given in working days, not calendar days.
- Unless specifically stated, the Contractor shall submit deliverables to the NNDFW Principal Planner (PP) in an electronic format (both Word and PDF). As appropriate, the NNDFW PP will complete a Quality Assurance review to verify the deliverable is complete, meets contract requirements, and meets professional standards. Within thirty (30) calendar days of receipt of the draft deliverable, the NNDFW PP will notify the Contractor of any substantive corrections needed before it can be accepted and distributed to the Project Team for review. The Contractor shall then correct the document and resubmit the draft to the NNDFW PP within fourteen (14) calendar days of receiving notification. Once approved by the NNDFW PP, the contractor shall distribute the draft deliverable to the Project Team for one round of review and comment.

TASKS 1-17

Task 1 – Interdisciplinary Team Meeting

Subtask 1-A. Project Kick-off Conference Call

Approximately 10 days after the task order is issued, the BIA and the NNDFW will facilitate a project kick-off conference call for the project. The Contractor shall include 3-4 key personnel on this kick-off conference call. The primary purpose of this conference call will be to introduce team members, identify candidate dates for the Interdisciplinary (ID) Team meeting (Subtask B), and determine the appropriate method for transmitting existing information to the Contractor. Existing information will be transmitted as quickly as possible and will be reviewed by the Contractor before the ID Team meeting described in Subtask B.

The Contractor shall prepare meeting notes that document the discussion and decisions related to each agenda topic. The Contractor shall assume one revision of the notes if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverable: Kick-off conference call attendance and notes*

Subtask 1-B. Facilitation and Development of the Memorandum of Understanding (MOU)

A Memorandum of Understanding (MOU) will be prepared to define the roles and responsibilities of all cooperating agencies. This MOU will define who will lead the EIS project and the MOU will also define who is going to receive coverage under Section 7 of the ESA. The Contractor will be responsible for the development and facilitation of the MOU. The Contractor shall assume two revisions of the MOU if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Draft MOU and final MOU*

Subtask 1-C. Interdisciplinary Team Meeting Attendance and Facilitation

The Contractor shall provide three to four (3-4) key personnel for travel to Window Rock, AZ to facilitate a 2-day scoping meeting. The schedule for the meeting will be determined during the project kick-off conference call described in Subtask A. The Contractor shall also perform the following tasks as part of the Interdisciplinary (ID) Team meeting:

Note Taking – One member of the contractor staff shall take detailed notes during the meetings (see subtask C for details).

Gathering Information – While visiting with the BIA and the Navajo Nation, the Contractor shall obtain or make arrangements to obtain copies of the documents necessary to complete the environmental analysis. The information gathered shall be included in an annotated bibliography and attached to the ID Team Meeting Notes.

- *Deliverables: Interdisciplinary Team meeting attendance and facilitation*

Subtask 1-D. Interdisciplinary Team Meeting Notes

The Contractor shall prepare ID Team Meeting notes in summary form and not a meeting transcription. The summary shall document the discussion and decisions related to each agenda topic, as well as background information shared orally by BIA and Navajo Nation staff. When the Contractor provides the meeting notes, the related information that was prepared for the meeting (background, enabling legislation, purpose, and significance, etc.) shall also be included. The contractor shall assume one revision of the notes if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Draft and final Interdisciplinary Team meeting notes*

Task 2 –Literature Review

The Contractor shall produce a literature review for the EIS as an overview of the existing state of knowledge regarding specific resource issues. This information will provide a foundation for consideration by the internal project team when developing alternatives and discussing impacts, as well as background information, and potential source information for impacts analysis.

It is expected that the literature review will focus on resources carried forward for analysis in the EIS, and will include, at minimum research pertinent to the Navajo Nation in arid environments on threatened and endangered species, vegetation, soils, wildlife, cultural resources, wetlands, and water resources (including seeps and springs).

The literature review does not assess the adequacy of the research; its purpose is to summarize the various, potentially conflicting, research findings. The Contractor shall assume two revisions of the literature review if the first draft is of acceptable quality to the BIA and the NNDFW. The BIA can provide a sample Literature Review upon request.

- *Deliverables: Draft, Final Draft, and Final Literature Reviews*

Task 3 - Alternatives Development

Subtask 3-A. Alternatives Development/Interdisciplinary Team Meeting Materials

The Contractor shall prepare meeting materials necessary to facilitate an alternatives development meeting including, but not limited to, the agenda, handouts (matrices, maps, etc.), and sign-in sheet. In addition, the Contractor shall provide large format maps of the project area to facilitate discussion and recording at the meeting (same maps as for internal scoping, but refined as needed). The Contractor shall provide electronic versions of the meeting materials to BIA and the NNDFW for review ahead of the meeting.

The agenda for the 1-day meeting shall include a brief review of the results of the Interdisciplinary (ID) Team meeting conducted under task 1; the development of alternatives, including the no-action alternative, and alternatives considered but dismissed; and to the extent possible, discussions related to the environmental analysis (e.g., impact topics, cumulative impacts scenario, methodology for assessing impacts, section 7 and section 106 consultation process and schedule). The Contractor shall prepare meeting materials necessary to facilitate the agency scoping meetings including, but not limited to, the agenda, invitations, handouts (matrices, maps, etc.), and sign-in sheet.

Subtask 3- B. Alternatives/Interdisciplinary Team Meeting Notes

The Contractor shall prepare the meeting notes in summary form (that is, organized by topic rather than a meeting transcription). The summary shall document the discussion and decisions related to each agenda topic. When the Contractor provides the meeting notes, the related background information that was prepared for the meeting shall also be included. The contractor shall assume one revision of the notes if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Draft and final alternatives development/interdisciplinary team meeting notes*

Subtask 3-C. Alternatives Refinement Teleconferences/Web Conferences

The Contractor shall prepare for and facilitate up to four follow-up alternative conference calls or web conferences, up to 2 hours in length each, to refine alternatives, prepare for the environmental analysis, etc. Topics may include alternative refinement, discussion of impact topics, cumulative impacts, and methodology for assessing impacts. The Contractor shall work with the BIA and the NNDFW to set the agenda; facilitation of these calls will be shared between the BIA, the NNDFW, and the Contractor, as necessary.

The Contractor shall provide three to four (3 to 4) staff on each call one of which would be dedicated to taking notes. The Contractor shall prepare the conference call meeting notes in summary form (that is, organized by topic rather than a meeting transcription). The summary shall document the discussion and decisions related to each agenda topic, including the rationale for the selection of impact topics, including those carried forward and those dismissed from further analysis. The contractor shall assume one revision of the notes if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Meeting preparation and facilitation; draft and final follow-up meeting notes*

Task 4. Public/Agency Scoping

Subtask 4-A. Public Participation Plan

The Public Participation Plan provides a framework that guides public involvement in the EIS development process. The Public Participation Plan specifies goals, strategies, and techniques that encourage successful public participation. There are unique problems for the Navajo Nation such as lack of access to phones, newspapers, and the internet, language barriers, cultural sensitivity, and being able to communicate the NEPA process to the Navajo People. The Public Participation will need to address all of these unique obstacles and a plan on how the Contractor will overcome these obstacles. The draft text shall be delivered first for one round of BIA and the Navajo Nation review and comment, assuming the draft is of acceptable quality to the BIA and the Navajo Nation Department of

Fish and Wildlife (NNDFW). The Public Participation Plan will account for the use of a court-certified Navajo Interpreter.

- *Deliverables: Draft public participation plan and final formatted public participation plan.*

Subtask 4-B. Public Scoping Newsletter

The Contractor shall prepare a scoping newsletter to provide additional information about the plan, preliminary alternatives, the goals of public scoping, and the schedule for public scoping meetings, and submit this to BIA and the NNDFW. The draft text shall be delivered first for one round of BIA and NNDFW review and comment, assuming the draft is of acceptable quality to the BIA and the NNDFW.

After addressing BIA and Navajo Nation comments on the text, the Contractor shall provide a formatted draft newsletter, in PDF format. The contractor should assume one revision of the formatted draft newsletter if the first draft is of acceptable quality to the BIA and the NNDFW. The Contractor shall provide an electronic version of the final brochure to the BIA and the NNDFW, in PDF, at least four weeks before the public scoping meeting. The BIA and NNDFW will require two versions of the final newsletter: one for printing and mailing and one for distribution. The Contractor will also provide social media and website content for consideration.

The Contractor shall distribute the final scoping newsletter via email to a contact list provided by the BIA and the NNDFW. In coordination with the BIA and the NNDFW, the Contractor shall provide an email account that will be used to distribute electronic notifications to the public regarding the scoping period and meetings. BIA and the NNDFW will be responsible for printing and mailing hard copies and publishing notices announcing the availability of the scoping newsletter and the public scoping meetings in local papers and/or writing and distributing press releases. Local newspapers, radio stations include, but are not limited to: the Navajo Times, the Gallup Independent, the Navajo-Hopi Observer, KNAU, KTNN, and KGLP. Social media and NNDFW website will be a consideration.

- *Deliverables: Draft newsletter text; draft and final formatted scoping newsletter; social media and website content.*

Subtask 4-C. Public/Agency Scoping Meeting Materials

The Contractor shall develop displays for the public and agency scoping meetings including a project area map and poster-sized statements of issues, objectives, purpose, and need and preliminary alternatives for public review (up to 15 posters, no smaller than 20x23in.). The Contractor shall prepare posters in a graphic style that is consistent with the scoping brochure. The Contractor shall provide sign-in sheets and comment forms in digital format. For the agency scoping meetings, the contractor shall prepare necessary materials to facilitate the meetings, including, but not limited to, the agenda, invitations, handouts (matrices, maps, etc.), and sign-in sheets. The Contractor shall provide electronic versions of the meeting materials to BIA and the Navajo Nation Department of Fish and Wildlife (NNDFW) for review at least three weeks before the public/agency scoping meetings. The Contractor shall assume one revision of the meeting materials if the first draft is of acceptable quality to the BIA and the NNDFW.

The contractor will print all meeting materials (including displays and brochures) as needed. The contractor will be responsible for publishing notices announcing the public meetings in local papers. BIA and the NNDFW will write the news releases.

- *Deliverables: Drafts and finals of up to 15 public scoping meeting posters, sign in sheets/comment forms, agendas, invitations, handouts, etc.*

Subtask 4-D. Public/Agency Scoping Meetings

The Contractor shall prepare for and participate in up to five (5) public/agency scoping meetings to (1) collect input, (2) follow up, and (3) present a draft report. These meetings will take place in Arizona (Window Rock, Chinle, Tuba City, Shiprock) and New Mexico (Crownpoint). The public meetings will outline the NEPA process, present the EIS's basic information/data related to purpose, need, objectives, and issues; and present/discuss the preliminary management alternatives.

The Contractor will also participate in elected officials' meetings which will take place in Arizona and New Mexico. The elected officials include the (1) District Grazing Committee Members (DGCM) at their Agency DGCM Meeting and Reservation Wide Meeting; the (2) Navajo Nation Farm Board at their Joint Farm Board Meeting, Ganado Farm Board and San Juan River Farm Board; (3) the Eastern Navajo Land Board (ENLB) at their Joint ENLB; and (4) Navajo Nation Chapter Officials at their Agency Council Meeting.

The scoping meetings will build from past discussions during internal scoping and alternatives development, and cover general coordination matters, including the section 7 and section 106 consultation processes and schedule. The Contractor shall facilitate and take detailed notes during these meetings. The contractor shall assume one revision of the notes if the first draft is of acceptable quality to the BIA and the NNDFW.

BIA and the NNDFW will coordinate logistics for all meetings and collaborate with the Contractor on the meeting format and agenda. Travel and lodging expenses should be estimated for 2 members of the Contractor team to attend each meeting. The meetings will be on consecutive days. The Contractor shall arrive at the public meeting site in sufficient time to assist with meeting set-up and clean-up. The Navajo Nation will establish a dress code appropriate for public meetings.

- *Deliverables: Meeting attendance and support; draft and final agency scoping meeting notes*

Subtask 4-E. Prepare Coding Structure of Public Comments

After reviewing a cross-section of the comments, the Contractor shall develop a coding structure that supports project analysis that measures content and activity important to the ARMP plan to be reviewed and approved by the BIA and the NNDFW. No coding shall be done without prior approval by the NNDFW.

- *Deliverables: Coding structure*

Subtask 4-F. Review and Code Unique Correspondence

Upon review and approval of the Coding Structure, the Contractor shall review and analyze unique pieces of correspondence and code individual comments from the pieces of correspondence. The analytics involve collecting and analyzing data to uncover valuable insights. The contractor should assume a total of 200 pieces of correspondence will be received, 150 of which would be unique (not form letters) and would need to be reviewed and coded.

Subtask 4-F(a) for Additional Correspondence

If more than 150 unique pieces of correspondence are received, the Contractor shall be responsible for review, coding, and analysis in increments of up to 50 additional pieces of correspondence. Additional subtasks could be awarded to the Contractor for the entry of each additional group of up to 100 unique pieces of correspondence received.

- *Deliverables: Coded comments*

Subtask 4-G. Develop Concern Statements for Substantive Public Comments

The Contractor shall develop concern statements for the substantive comments. The Contractor shall assume that there will be up to 30 concern statements to be developed by the Contractor and entered. The concern statements represent the summary of the substantive issues for each topic (code). The contractor shall deliver draft concern statements to BIA and the NNDFW before incorporating them into the Draft Public Scoping Comment Analysis Report under the next subtask. The contractor should assume one revision to the concern statements after the BIA and NNDFW review if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Up to 30 draft concern statements*

Subtask 4-H. Public Scoping Comment Analysis Report

Within 20 days after the close of the public scoping period, the Contractor shall produce the Public Scoping Comment Analysis Report for review and approval by the BIA and the NNDFW. This report shall contain concern statements, representative quotes for each concern statement from the data analysis, and other demographic information. In addition, there shall be an appendix that contains copies of letters, emails, and faxes that were received during the comment period from all entities (government, organizations, businesses, etc.,) excluding those received from individual commenters (non-affiliated).

After BIA and NNDFW review this product, the contractor shall participate in a 2-hour conference call to discuss the report and identify necessary revisions. The Contractor shall assume one revision of the report would be required after the conference call if the first draft is of acceptable quality to the BIA and the NNDFW. The Contractor shall provide a digital copy of the final report to the BIA and the NNDFW.

- *Deliverables: Draft and final public scoping comment analysis reports*

Task 5. Project Schedule and Coordination

Subtask 5-A. Project Schedule

A draft project schedule will be prepared by the Contractor within 10 days after the kick-off conference call described in Task 1. The schedule developed by the Contractor shall include the deliverables as identified in the Scope of Work, review periods for BIA and NNDFW, and other important milestones. Following BIA and NNDFW review and comment, the Contractor shall make the necessary changes to the draft schedule to produce a final schedule. The Contractor shall be responsible for updating the final schedule every quarter and upon the request of BIA and the NNDFW to reflect changes to the overall project schedule. The contractor shall adapt to the extension of the project schedule upon BIA and NNDFW's request.

- *Deliverables: Draft and final project schedule (including periodic updates)*

Subtask 5-B. Monthly Project Status Calls

The Contractor shall participate in one conference call every month (one hour in duration). The Contractor shall work with the BIA and the NNDFW to set the agenda; facilitation of these calls will be shared between the BIA, the NNDFW, and the Contractor, as necessary. The Contractor should also assume additional calls as necessary to continue dialogue with other agencies on general coordination matters, including the section 7 and section 106 consultation process and schedule. The Contractor shall provide two staff members on each call, one of which will be dedicated to note-taking. The Contractor shall provide a concise written summary of each call (in electronic format) to the NNDFW Principal Planner within a week of each call and should assume minor clarifications will need to be incorporated after BIA and NNDFW review.

- *Deliverables: Monthly status call summaries*

Task 6– Administrative Record

The Contractor shall be responsible for creating and maintaining an administrative record for the project that will be used to document the BIA and NNDFW’s decision-making process. The administrative record shall be compiled as documents are generated or received during the planning and compliance process, making it a contemporaneous record of the process. The Contractor shall maintain an administrative record for documents related to the project using Microsoft Excel. The Contractor shall refer to the June 27, 2006 memorandum from the Department of the Interior’s Office of the Solicitor for guidance on how to properly prepare an administrative record. BIA and NNDFW will also provide the Contractor with additional guidance on preparing an administrative record.

The format of the database/spreadsheet shall be approved by BIA and NNDFW before inputting any documents. All literature used in the development of the EIS shall be included in the administrative record. If the literature is part of a larger book/compilation, the relevant pages and/or sections shall be scanned and put into the administrative record. The Contractor shall ensure consistency between staff members in collecting, logging, and tracking documentation related to the project. The Contractor shall ensure quality assurance by comparing the information logged in the database with the document file. A complete version of every document in the administrative record shall be saved in electronic format (PDF). The administrative record shall be organized chronologically by the date of the document, with the file name corresponding to the date and entry number in the database/spreadsheet. The record shall be maintained throughout the project and kept current. The Contractor shall provide BIA and the NNDFW with electronic copies of additions to the administrative record documents and an updated index every month. The index and all records shall be provided to the BIA and the NNDFW as the final deliverable of this contract in an electronic format (USB flash drive).

- *Deliverables: Administrative Record index and documents*

Task 7 - Preparation of the Internal Draft EIS

Subtask 7-A. EIS Outline

The Contractor shall prepare an annotated outline of the EIS by the format and requirements of CEQ NEPA regulations, DO-12, and its handbook. The outline shall be annotated with subheadings to facilitate discussion of the preliminary content of the EIS. The Contractor shall deliver the outline in an electronic format (USB flash drive). The contractor shall assume 1 revision of the EIS outline if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Draft and Final EIS Outline*

Subtask 7-B. Internal Draft Chapter 1

The Contractor shall submit a draft EIS Chapter 1 for BIA and NNDFW review and comment. The Contractor shall incorporate the appropriate information from the final Internal Scoping Meeting notes and other relevant information. This chapter shall include project background; the history of the Navajo Nation; summary of the literature review conducted, existing data and analysis, etc.; overall purpose and need for action; objectives; issues and impact topics carried forward and/or dismissed from further analysis; and related laws, regulations, policies, and plans. Included in this chapter shall be supporting draft color graphics for internal BIA and NNDFW review. The Contractor shall track all comments and how they were addressed, apprising BIA and NNDFW of any unresolved comments, and facilitating their resolution. After the Contractor has satisfactorily addressed all of the comments from the Interdisciplinary (ID) Team, a “final draft” will be submitted for approval. Once approved, the deliverable is considered ready for inclusion in the Complete First Internal Draft EIS to be prepared under subtask H.

- *Deliverables: Draft and final draft versions of Chapter 1*

Subtask 7-C. Internal Draft Chapter 2

The Contractor shall submit a first internal draft EIS Chapter 2 for BIA and NNDFW review and comment, by building on the work completed in Task 4 (Alternatives Development). Included in this chapter shall be supporting draft color graphics for internal BIA and Navajo Nation Department of Fish and Wildlife (NNDFW) review, including maps of the alternatives. This chapter shall include, among other things, a summary of how alternatives were developed, a full description of the range of reasonable alternatives, alternatives considered but dismissed, a matrix comparing elements of alternatives, a discussion of impact analysis conclusions (to be completed after chapter 4 is completed), and a discussion of how alternatives meet plan objectives (to be filled in after the internal review draft is complete). The Contractor shall assume that there may be two rounds of changes to the alternatives before discussions of the preferred alternative and environmentally preferable alternative. The Contractor should assume up to four alternatives, including the no-action alternative.

The Contractor shall track all comments and how they were addressed, apprising BIA and NNDFW of any unresolved comments, and facilitating their resolution. After the Contractor has satisfactorily addressed all of the comments from the Interdisciplinary (ID) Team, a “final draft” will be submitted for approval. Once approved, the deliverable is considered ready for inclusion in the Complete First Internal Draft EIS to be prepared under subtask H.

- *Deliverables: Draft and final draft versions of Chapter 2*

Subtask 7-D. Internal Draft Chapter 3

The Contractor shall submit a first internal draft of EIS Chapter 3 which shall contain information describing the affected environment of the Navajo Nation and discuss topics necessary to evaluate the environmental consequences of actions described in the EIS alternatives. For cost estimating purposes, the Contractor should assume approximately 10 impact topics will be carried forward for detailed analysis in the EIS. All information presented shall be adequately referenced and, in a style, readily comprehended by the public.

The Contractor shall track the resolution of all comments and apprise BIA and NNDFW regarding any unresolved comments. Such comments will be resolved during regular project status calls. After the Contractor has addressed all of the comments from the ID Team, a “final draft” will be submitted for approval. Once approved, the deliverable is considered ready for inclusion in the Complete First Internal Draft EIS to be prepared under subtask H.

- *Deliverables: Draft and final draft versions of Chapter 3*

Subtask 7-E. Impact Methodologies and Sample Impacts Analysis

Before preparing the impact analysis for Chapter 4, the Contractor shall submit a recommended approach to impact analysis (including proposed assumptions and methodologies) to BIA and NNDFW for review and comment.

Once the BIA and the NNDFW approve the approach, assumptions, and methodology, the Contractor shall prepare a draft sample impact analysis for two impact topics for one action alternative. The Contractor shall submit the draft sample impact analysis to BIA and NNDFW for review for one round of review and comment. Once the sample impact analysis is approved, the Contractor shall move forward with drafting the remainder of the impact analysis as described under Subtask F below.

- *Deliverables: Sample impact analysis for two impact topics*

Subtask 7-F. Internal Draft Chapter 4

Chapter 4, Environmental Consequences, provides the reader with an analytic evaluation of the potential effects or impacts of each of the alternatives on the resources described in the affected environment section. The objective analysis and disclosure of potential environmental impacts of alternatives facilitates informed decision-making. This analysis and disclosure of impacts shall be provided in this section, with the Contractor presenting the effects of each alternative on the various components of the affected environment. The Contractor shall include supporting graphics as necessary to illustrate findings and conclusions.

Council on Environmental Quality regulations require that impact analyses include discussions of adverse and beneficial effects, short- and long-term effects, direct and indirect effects, and cumulative effects. The Contractor shall identify and characterize all such effects of each alternative. Conclusions about impacts should be presented with supporting analysis and a clear rationale. The Contractor shall consult with the lead BIA and NNDFW on resource specialists as needed to obtain more detailed technical and support information about impact analysis. For cost estimating purposes, the Contractor should assume approximately 10 impact topics will be carried forward for detailed analysis in the EIS and up to four alternatives will be analyzed in the EIS, including the no-action alternative.

Also included in Chapter 4 is an assessment of cumulative impacts. The preparation of legally defensible cumulative impact analyses is a key element of the environmental consequences chapter. Recent case law has demonstrated its importance. In collaboration with BIA and the NNDFW, the Contractor shall identify “other past, present, and reasonably foreseeable actions” that comprise the cumulative impact scenario. These actions may include projects within the Navajo Nation but outside the scope of the project and/or projects or activities on adjacent lands by other entities. “Other past, present, and reasonably foreseeable” actions shall be identified by the contractor and approved by BIA and Navajo Nation before the Contractor engages in cumulative effect analysis. For each impact topic and alternative, the Contractor shall analyze cumulative effects by adding the incremental impact of

“other past, present, and reasonably foreseeable” actions with the direct and indirect impacts of the action alternatives.

- *Deliverables: Draft of chapter 4 (in 1st internal DEIS)*

Subtask 7-G. Chapter 5 and List of Preparers

Chapter 5 summarizes the consultation and coordination occurring in the preparation of the EIS. The Contractor shall utilize the Public Comment report to summarize the major issues identified during public scoping. In addition, a summary of all consultations held with other federal, state, and local agencies shall be included as well as all other requirements for Chapter 5 per DO-12. The contractor shall develop, based on information provided by the BIA and the Navajo Nation, a list of contributors and preparers per the requirements of DO-12.

The first draft of this chapter shall be submitted electronically (USB Flash Drive) for review as part of the 1st internal draft EIS.

- *Deliverables: Draft of chapter 5 (in 1st internal DEIS)*

Subtask 7-H. Maps, Tables, and Graphs

The contractor shall be responsible for preparing up to 15 maps (8.5 x 11 or 11x17 as appropriate) for the EIS including the Navajo Nation Location map and maps demonstrating the different alternatives. Maps must be of an appropriate scale for readability. The contractor shall be responsible for the development of tables and graphs for the EIS. All of the maps, tables, and graphs should be incorporated into the draft EIS sections described above.

Subtask 7-I. Complete First Internal Draft EIS

The Contractor shall deliver one complete, technically adequate, edited First Internal DEIS for BIA and NNDFW review. The First Internal DEIS shall include the approved drafts of Chapters 1-3 and a first draft of Chapters 4 and 5. The First Internal DEIS shall also contain the following:

- Table of Contents
- Reference List
- Glossary of terms
- Acronyms and abbreviations
- Proposed Index terms
- Appendices

This First Internal Draft EIS shall be double-spaced and line-numbered to facilitate the resolution of internal comments and shall be delivered electronically. The Contractor shall track the resolution of all comments and apprise BIA and NNDFW regarding any unresolved comments.

- *Deliverables: Second Internal DEIS*

Subtask 7-J. Second Internal DEIS

For the Second Internal DEIS, the Contractor shall prepare the document using colored (track-changes) or highlighted text to show where text changes have occurred, incorporating all comments and rewrites received during the First Internal DEIS review. The Contractor shall also make any edits to the maps, charts, and graphs, as discussed during the review of the First Internal DEIS. The Contractor

should anticipate comments on approved chapters submitted under previous subtasks. The contractor shall track the resolution of all comments and apprise BIA and Navajo Nation regarding any unresolved comments. Basic formatting will be applied to signify first-, second-, and third-order headings within the document.

In addition to the content contained in the First Internal DEIS, the Second Internal DEIS shall contain:

- a one-page cover sheet (abstract)
- an executive summary
- up to 30 color photographs
- sidebars (pull quotes)
- EIS cover (assume one revision), and
- divider pages (assume one revision).

The Contractor shall deliver the document electronically, along with a record of how comments on the 1st internal DEIS were addressed. The contractor should expect to receive substantive comments on the Second Internal DEIS.

- *Deliverables: Second Internal DEIS*

Task 8. Camera-ready DEIS

Upon notice to proceed, the Contractor shall provide a complete camera-ready DEIS that addresses the internal BIA and NNDFW review comments and includes final graphics and text. The Contractor shall deliver the camera-ready DEIS in digital and hard-copy formats, along with a record of how comments on the 2nd internal DEIS were addressed. The BIA and the NNDFW will conduct a final review of the camera-ready DEIS to ensure comments on the 2nd internal DEIS were addressed appropriately, and to identify any minor text/layout changes that may need to be corrected by the Contractor.

The Contractor shall provide all electronic files in the proper format for GPO printing. This task also includes the Contractor review of the GPO master document to check layout and other compliance with the printing specifications. BIA and NNDFW will arrange for GPO printing and mailing of the hardcopy camera-ready DEIS.

In coordination with the BIA and the NNDFW, the Contractor shall provide an email account that will be used to distribute electronic notification to the public regarding the availability of the DEIS and the logistics for the DEIS public review meetings described below (same as the email address noted in task 4). The Contractor shall develop a notification postcard to be distributed to the BIA and NNDFW's mailing list (assume one revision), which will also be the basis for the email to be sent by the contractor.

- *Deliverables: Camera-ready DEIS and draft/final notification postcard.*

Task 9. DEIS Public and Agency Review Meetings

Subtask 9-A. Meeting Materials

The Contractor will design displays for the public and agency meetings (up to 15 posters, no smaller than 20" x 23"), which outline the NEPA process (including schedule); purpose, need, and objectives; alternatives; and present the basic information/data/findings (e.g., preferred alternative and its impacts; environmentally preferable alternative) in the DEIS. The posters shall be consistent with the layout used during scoping. The Contractor shall provide sign-in sheets and comment forms in digital format. For the agency scoping meetings, the contractor shall prepare necessary materials to facilitate the meetings, including, but not limited to, the agenda, invitations, handouts (matrices, maps, etc.), and sign-in sheets. The Contractor shall provide electronic versions of the meeting materials to BIA and

the Navajo Nation Department of Fish and Wildlife (NNDFW) for review at least three weeks before the public/agency scoping meetings. The Contractor shall assume one revision of the meeting materials if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables:* Drafts and finals of up to 15 public meeting posters, sign-in sheets/comment forms, agendas, invitations, handouts, etc.

Subtask 9-B. Meeting Attendance/Support

The Contractor shall participate in up to 30 elected officials and public meetings within the vicinity of the Navajo Nation. The Contractor should assume the agency scoping meetings will be held during the day, and public meetings in the evening. The public scoping meeting to present the final Draft will be held on consecutive days and will outline the NEPA process (including the schedule); purpose, need, and objectives; alternatives; and present the basic information/data/findings (e.g., preferred alternative and its impacts; environmentally preferable alternative) in the DEIS.

The meetings shall be held after the DEIS is released and will be in the vicinity of the Navajo Nation. The BIA and the NNDFW will coordinate logistics for the meeting and collaborate with the Contractor on the meeting format and agenda. Travel and lodging expenses should be estimated for 2 members of the Contractor team to attend the meetings.

At the public meetings, the Contractor shall assist BIA and NNDFW in facilitating and recording input on flip charts and/or comment forms, depending on the meeting format. The Contractor shall arrive at the public meeting site in sufficient time to assist with meeting set-up and clean-up. BIA and the NNDFW will establish a dress code appropriate for public meetings.

The agency scoping meetings will build from past discussions, and cover general coordination matters, including the section 7 consultation process and schedule. The Contractor shall facilitate and take detailed notes during both of these meetings. The contractor shall assume one revision of the notes if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables:* meeting attendance and support; draft and final agency scoping meeting notes

Task 10. Draft Comment Analysis Report

Within 20 days after the close of the public comment period, the Contractor shall produce a draft Public Comment Analysis Report for review and approval by the BIA and the NNDFW. This draft report shall contain concern statements, representative quotes for each concern statement, and other demographic reports and indices. The Contractor shall provide an electronic copy of this document and assume one revision to it after the conference call described in Task 13 if the first draft is of acceptable quality to the BIA and the Navajo Nation.

In addition, there shall be an appendix that contains copies of letters, emails, and faxes that were received during the comment period from all entities (government, organizations, businesses, etc.) excluding those received from individual commenters (non-affiliated).

- *Deliverables:* Draft public comment analysis report

Task 11. Responses to Public Comment and Text Changes

Subtask 11-A. Teleconference to Discuss Comment Analysis Report and Assign Comment Responses

After BIA and NNDFW review the Draft Comment Analysis Report, the Contractor shall participate in a 2-3 hour conference call to discuss the report and identify necessary revisions, as well as assign comment (concern) responses to specific subject matter experts. This meeting will also include a discussion of any adjustments to the preferred alternative and overall strategy for responding to comments.

The Contractor shall provide two staff for the call, one dedicated to capturing the discussion and decisions made. The contractor shall take notes and assume one revision after the BIA and NNDFW review if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Draft and final public teleconference notes.*

Subtask 11-B. Preparation of Draft Responses

The Contractor shall prepare draft responses to public comments (concerns), and where necessary as a result of public comments, identify text changes for the draft FEIS. The Contractor shall assume they will prepare 25 of the responses to 50 concern statements and the remainder of the responses will be prepared by the BIA and the NNDFW.

All responses to comments must be in sufficient detail to demonstrate BIA and NNDFW have fully considered public input and provide a response that explains why the comment was not incorporated into the FEIS/decision making or if the text/decision has changed indicate how and where the reader can find this information in the EIS text. Draft responses should also recommend EIS text changes to the BIA and NNDFW for review. These revisions are mostly clarification of facts; no new data collection or analysis is anticipated. Minor changes in graphics and maps are anticipated. Draft responses shall be delivered electronically along with the corresponding concern statements and representative quotes. The Contractor shall submit the draft responses for BIA and NNDFW review and comment, before distributing them to the ID Team for review and comment (i.e., assume 2 revisions, if the 1st draft is of acceptable quality to the BIA and the NNDFW).

- *Deliverables: Up to 25 draft responses to concern statements, including proposed text changes*

Subtask 11-C. Teleconference to Discuss Preparation of Final Responses

Upon completion of BIA and NNDFW review of draft responses, the contractor shall facilitate a 2-hour teleconference Inter-Disciplinary Team meeting to discuss draft responses and identify any responses that may need additional information or clarification. The Contractor shall submit the revised draft responses for BIA and NNDFW review and comment, before distributing them to the ID Team for review and comment (i.e., assume 2 revisions, if the 1st draft is of acceptable quality to the BIA and the NNDFW). The contractor should assume that changes to the EIS text will occur under Task 14 and not this subtask.

- *Deliverables: Draft final responses to public comments*

Subtask 11-D. Final Comment Analysis Report

Upon BIA and NNDFW acceptance of final responses, the Contractor shall copy and paste the final responses into the Concern Response section of the Draft Comment Analysis Report and produce a

Final Comment Analysis Report. The Contractor shall assume one revision of the report would be required after BIA and NNDFW review and comment if the submittal is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Final public comment analysis report*

Task 12. Preparation of FEIS

Subtask 12-A. Internal Draft FEIS

The Contractor shall deliver a complete, technically adequate, edited internal draft Final EIS (FEIS) for BIA and NNDFW review. The internal draft FEIS includes the text of the EIS, the final responses to comments (depending on the number of public comments this may be a separate volume), and correspondence received from businesses, government entities, and organizations. The Internal draft FEIS shall include colored or highlighted text to show where text changes have occurred as a result of public comments on the DEIS. This product shall be double-spaced and line-numbered to facilitate the resolution of internal comments. The Contractor shall track the resolution of all comments and apprise BIA and NNDFW regarding any unresolved comments, which would serve to inform discussions at the roundtable meeting under subtask B. The Contractor shall assume 1 revision of the document after the roundtable if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Internal Draft FEIS*

Subtask 12-B. Meeting

The Contractor shall facilitate a one-day roundtable face-to-face meeting, of the internal review draft FEIS with the BIA and the NNDFW. The Contractor is responsible for setting up the meeting with the BIA and the NNDFW. The purpose of the roundtable review shall be to identify any issues needing resolution before the preparation of the camera-ready FEIS. The contractor shall identify substantive comments that need to be addressed in advance of the meeting so the time can be spent resolving only substantive comments. The Contractor shall take notes capturing all discussions and decisions during the meeting. Two members of the Contractor staff shall participate in the meeting.

- *Deliverables: Meeting set up and facilitating, List of substantive comments for review, attendance.*

Subtask 12-C. Meeting Notes

The Contractor is responsible for taking detailed notes during the Meeting to document how substantive issues are resolved/addressed. The Contractor shall deliver the notes to the BIA and the NNDFW electronically for review. The Contractor shall assume 1 revision of the notes if the first draft is of acceptable quality to the BIA and the Navajo Nation.

- *Deliverables: Draft and Final Roundtable Teleconference Notes*

Subtask 12-D. Camera-ready Final EIS

Upon notice to proceed, the Contractor shall provide a complete camera-ready Final EIS that addresses the internal BIA and NNDFW review comments on the Internal Draft FEIS, final graphics, and text along with a record of how comments on the internal FEIS were addressed. The BIA and the NNDFW will conduct a final review of the camera-ready FEIS to ensure comments on the internal FEIS were

addressed appropriately, and to identify any minor text/layout changes that may need to be corrected by the Contractor.

The Contractor shall provide all electronic files in the proper format for GPO printing and EPA format for electronic filing (see EPA's guidance at <http://www.epa.gov/oecaerth/nepa/submiteis/e-nepa-guide-on-registration-and-preparing-an-eis-for-electronic-submission.pdf>). This task also includes the Contractor review of the GPO master document to check layout and other compliance with the printing specifications. BIA and the NNDFW will arrange for GPO printing and mailing of the hardcopy camera-ready DEIS.

In coordination with the BIA and the NNDFW, the Contractor shall provide an email account that will be used to distribute electronic notification to the public regarding the availability of the FEIS (same as the email address noted in task 2). The contractor shall develop a notification postcard to be distributed to the BIA and the NNDFW's mailing list (assume one revision), which will also be the basis for the email to be sent by the contractor.

- *Deliverable: Camera Ready FEIS, draft and final notification postcards*

Task 13. Endangered Species Act (ESA) Section 7 Compliance

Subtask 13-A. Programmatic Biological Assessment Agreement

If it is determined a Programmatic Biological Agreement (PBA) is the appropriate tool for Section 7 consultation, the Contractor shall assist the BIA and the Navajo Nation Department of Fish and Wildlife (NNDFW) in identifying and coordinating with consulting parties throughout the process. This will be accomplished using Section 7 coordination meetings and monthly status calls. In collaboration with BIA, the NNDFW and the Contractor shall prepare a draft PBA that describes specific treatment and mitigation efforts under 50 CFR 402.

BIA and the NNDFW will submit the draft PA to the United States Fish and Wildlife Services (USFWS) and signatories for review and concurrence. The contractor should assume 2 revisions of the draft PA will be required before the document is finalized, signed, and executed.

- *Deliverables: Draft and Final Programmatic Agreements*

Subtask 13-B. Section 7 Letters

The Contractor shall prepare consultation letters to the United States Fish and Wildlife Service (USFWS) to initiate and coordinate section 7 consultation by 50 CFR 402. The Contractor shall provide draft letters for one round of review and comment by the BIA and the NNDFW, assuming the first draft is of acceptable quality. All letters will be signed by the Regional Director of the BIA Navajo Region and the President of the Navajo Nation and mailed by the BIA. The BIA and the Navajo Nation will provide copies of all responses for inclusion in the administrative record and appendix to the EIS, as appropriate.

- *Deliverables: Draft and final consultation letters*

Subtask 13-C. Biological Assessment

The Contractor shall gather existing applicable data and shall prepare a stand-alone biological assessment (BA) for compliance with section 7 of the Endangered Species Act. The BA shall be prepared per 50 CFR 402.14. The Contractor shall analyze impacts to species listed by the NFWA and USFWS. The Contractor shall consult with the lead BIA and NNDFW Resource Specialists as needed to obtain technical and supporting information, related to section 7 of the ESA. A letter will be sent to NNDFW requesting a list of protected species.

The Contractor shall assume two revisions of the BA if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Draft, final draft, and final BA*

OPTIONAL: Subtask 13-D Biological Assessment

The Contractor shall gather existing applicable data and shall prepare fifty (50) site-specific biological assessments (BAs) for compliance with section 7 of the Endangered Species Act. The BAs shall be prepared per 50 CFR 402.14. The Contractor shall assume 50 BAs will be prepared. The Contractor shall analyze impacts to species listed by the NFWA and USFWS. The Contractor shall consult with the lead BIA and Navajo Nation Resource Specialists as needed to obtain technical and supporting information, related to section 7 of the ESA.

The Contractor shall assume two revisions of the BAs if the first draft is of acceptable quality to the BIA and the NNDFW.

- *Deliverables: Draft, final draft, and final BA*

Task 14. National Historic Preservation Act (NHPA) Compliance

Subtask 14-A. Programmatic Agreement

It is determined that a Programmatic Agreement is the appropriate tool for Section 106 consultation, the Contractor shall assist the BIA and the Navajo Nation Heritage and Historic Preservation Department (NNHPD) in identifying and coordinating with consulting parties throughout the process. This will be accomplished using Section 106 coordination meetings and monthly status calls. In collaboration with BIA and, NNHPD, the Contractor shall prepare a draft Programmatic Agreement (PA) that describes specific treatment and mitigation efforts according to 36 CFR 800.14(b)(i).

BIA and the NNHPD will submit the draft PA to the ACHP, SHPO, and signatories for review and concurrence. The contractor should assume 4 revisions of the draft PA will be required before the document is finalized, signed, and executed.

- *Deliverables: Draft and Final Programmatic Agreements*

Subtask 14-B. Section 106 Letters

The Contractor shall prepare consultation letters to the SHPO, THPOs, Tribes, and the ACHP, as appropriate, to initiate and coordinate the Section 106 process per 36 CFR 800. The Contractor shall provide draft letters for one round of review and comment by the BIA and the NNHPD, assuming the first draft is of acceptable quality. All letters will be signed by the BIA Regional Director and mailed by

the BIA and NNHPD. The BIA and the NNHPD will provide copies of all responses for inclusion in the administrative record and appendix to the EIS, as appropriate.

- *Deliverables: Draft and final consultation letters*

Subtask 14-C. Cultural Resource Identification

The Bennett Freeze has been in place since 1966, the same year that the National Historic Preservation Act was passed. As a result, unlike most of the US, the Navajo Nation has not been studied through development projects and other Section 106 and Section 110 obligations. The Contractor shall work with the signatories. Signatories will include the BIA, NNHPD, and others. The BIA and the signatories will help define the area of potential effect (APE) for this undertaking and document what is known about cultural resources within its boundaries. For this subtask, the Contractor shall gather applicable data from the SHPO offices, BIA, National Park Service, the Navajo Nation, and other entities to 1) assist in defining the APE; and 2) identify cultural resources within the APE (including properties eligible for or listed on the NRHP) The results shall be summarized, provided to the BIA and the NNDFW, and used in the preparation of Section 106 documentation under subsequent subtasks. The contractor should assume minor revisions based on BIA and Navajo Nation review of the draft summary reports.

- *Deliverables: Cultural resource inventory summary*