
**REQUEST FOR
PROPOSAL (RFP)**

PROJECT DESCRIPTION: RFP #02-2024 Naschitti Chapter
Bathroom Additions

ISSUE DATE: September 26, 2024

RFP PROPOSAL DUE DATE: October 15, 2024

PROCURING OFFICER(S): Carissa Wood, Chapter Manager
cwood@nnchapters.org
(505) 732-5400

DELIVER TO: Naschitti Chapter
Indian Service Route 693
Tohatchi, NM 87325

MAIL TO: Drawer D
Sheep Springs, NM 87364

A. General Information

1. DEFINITIONS

"Offeror" is any person, corporation, or partnership that chooses to submit a statement of qualifications.

"Procurement" means buying, purchasing, renting, leasing, or otherwise acquiring any goods and/or services, unless excluded from coverage by some other provision of Navajo Nation law. It also includes all functions that pertain to the obtaining of any goods and/or services, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Procuring Party" shall mean the Purchasing Agency as defined in the Navajo Nation Procurement Code and shall mean the Navajo Nation program, department, division, or political subdivision seeking the procurement of services.

"Procuring Officer" means any person authorized to enter into, make written determinations regarding, and administer contracts. The term also includes an authorized representative acting within the limits of authority.

"Request for Proposals" shall mean the written document(s) issued by the Navajo Nation for the purpose of soliciting information from vendors as to their qualifications and capability to provide Services to the Navajo Nation in a specified area or for a specified purpose.

"Responsive" shall mean a bid or offer (proposal) which conforms to all material requests in this Request for Proposals.

2. PURPOSE OF PROPOSAL AND SUMMARY SCOPE OF WORK

This RFP is for providing a complete serviceable residential bathroom addition to pre-occupied residences at sites in within the Naschitti Chapter boundaries. Certifications are to meet Navajo Tribal Utility Authority and/or IHS specifications.

3. PROCUREMENT OFFICER CONTACT

The contact information for the Procurement Officer is as follows:

Carissa Wood
Chapter Manager
Naschitti Chapter
cwood@nnchapters.org

4. ACKNOWLEDGEMENT OF RECEIPT FORM

An Acknowledgement of Receipt Form, attached as Form A, is to be signed and returned by email to the Procurement Officer no later than **October 4, 2024** in order to be included in the procurement distribution lists. The procurement distribution lists will be used for the distribution of written responses to questions and RFP addendums, as applicable. The email for the individual appointed to receive such information must be included on the Acknowledgement of Receipt Form.

5. DEADLINE TO SUBMIT QUESTIONS

Questions regarding this RFP must be submitted in writing to the Procurement Officer before **5:00 PM** (daylight savings time) on **October 9, 2024**. Written responses to written questions and any RFP amendments will be distributed in writing to all parties who submitted the Acknowledgement of Receipt Form.

6. RFP PROPOSAL DELIVERY AND DEADLINE

Proposals must be submitted to the following address below, no later than **5:00 PM** (daylights saving time) on **October 15, 2023**:

Naschitti Chapter
US-491
Tohatchi, NM 87325

Late proposals will not be accepted. Late proposals will be returned to the Offeror un-opened and un-rated, and Offeror responding in such fashion shall be considered non- responsive.

7. AMENDED SUBMITTALS

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be the complete replacements of a previous proposal and must be clearly identified as such in the transmittal letter. The Procurement Officer will not collate or assemble proposal materials.

8. OFFEROR'S RIGHT TO WITHDRAW PROPSAL

The Offeror must submit a written withdrawal request, signed by the Offeror's duly authorized representative, to withdraw a proposal. Offerors will be allowed to withdraw their proposal at any time, prior to the deadline for receipt of proposals.

9. SCHEDULE OF EVENTS

The Procuring Party and Procuring Officer will make every effort to adhere to the below schedule. Any changes in the schedule will be issued as an addendum.

NO	ACTION	DATE
1	Formal Advertisement (Multiple Publications)	September 26, 2024
2	Deadline to Submit the Acknowledgment Receipt Form for this RFP	October 4, 2024
3	Vendor Qualifications Questionnaire and Written Questions are due	October 9, 2024
5	Response to Written Questions will be sent out & RFP Amendments	October 11, 2024
6	RFP Proposal Submission Deadline	October 15, 2024
7	Proposal Opening Evaluations	October 16, 2024
7	Final Selection and Notice of Award	October 18, 2024
** Local Time Zone		

10. PROPRIETARY INFORMATION

Any confidential data contained within any proposal must be clearly marked as such. Each and every page that contains proprietary information must be stamped or imprinted “Proprietary.”

11. DISCLOSURE OF PROPOSAL CONTENT

The content of proposals will be kept confidential until the Procurement Officer has issued the written notice of a selection. At that time, all proposals will be available to the public, unless requested otherwise and except for the materials that have been noted as proprietary or confidential.

12. OWNERSHIP OF PROPOSALS

All materials submitted with the proposal shall become the property of the Procuring Party and not returned to the Offeror. The Procuring Party has the right to use any or all information presented in the RFP subject to limitations outlined in paragraph 11 above. Disqualification or non-selection of an Offeror proposal does not eliminate this right

13. CONTRACTUAL OBLIGATION

At the behest of the Navajo Nation, the contents of the proposal may become part of the contractual obligations of the RFP award and incorporated into the contract terms. Failure of the Offeror to accept these obligations may result in cancellation of the award under this RFP.

14. STANDARD CONTRACT

The Navajo Nation reserves the right to incorporate contract provisions, including terms based on applicable requirements, such as, Navajo Nation, Federal, State, and local statutory and regulatory requirements into the contract document.

15. COST INCURRED

The Procuring Party is not liable for any cost incurred by the Offeror in preparation of the proposal or prior to issuance of a signed contract after award under the RFP.

16. PROOF OF LICENSING

If the services proposed are ones for which licensure is required by New Mexico, Arizona, Utah or another agency, state license or membership number (e.g., Professional Architect or Engineer) shall be provided.

17. TAXES

All work performed and services provided within the territorial jurisdiction of the Navajo Nation are subject to the Navajo Sales Tax at the prevailing rate at the time a task order is issued. Any charged reimbursed expense above the actual cost of the expense will be subject to the Navajo Nation Sales Tax.

18. INSURANCE

The Navajo Nation will require the Contractor at its sole expense, to procure and maintain for the life of the contract adequate and sufficient insurance as recommend and verified by the Navajo Nation Risk Management Program (RMP) for all potential liability. Such insurance shall be verified by a Certificate of Insurance (COI) prior to the execution of the contract and shall name the Navajo Nation as an additional insured. The Contractor provides written notification to the Procuring Officer if a policy has been materially changed or cancelled.

After the award but prior to the execution of the contract, and at limits determined by the RMP, the Contractor shall furnish one copy each of a Certificate(s) of Insurance required for the contract under this RFP, which shall set forth evidence of all coverage required. Failure to obtain and provide said COI to the Procuring Officer may result in cancellation of the award under this RFP.

19. DISCLAIMER

The Navajo Nation's acceptance or review of any proposal shall not guarantee the execution of any contract. The proposed contract shall be reviewed by all appropriate departments, including the Navajo Nation Department of Justice, and any other applicable review process for administrative and legal sufficiency, prior to execution by the Navajo Nation. Proposal reviews are subject to the Navajo Nation Procurement Code 12 N.N.C. § 346.

The Navajo Nation reserves the right to withdraw any award or reject any proposed contract prior to execution as is in the best interest of the Navajo Nation; for improprieties in the procurement process; in accordance with applicable Navajo Nation, state, or federal laws or regulations; or for failure of the Offeror to submit all requested documents or information.

20. APPROPRIATIONS REQUIRED

No award shall be made to any Offeror if there is not sufficient appropriations or authorizations for the Project. Any awarded contract may be terminated if such appropriations or authorizations are lacking. The determination of whether sufficient appropriations or authorizations are present is at the sole discretion of the Navajo Nation.

21. RIGHT TO TERMINATE

This RFP and any subsequent award may be canceled or terminated at any time and any and all submittals may be rejected in whole or in part when the Navajo Nation determines such action to be in the best interest of the Navajo Nation

22. PROTEST

Any Offeror who is aggrieved in connection with the award of a contract may protest in accordance with the procedures listed in the Navajo Nation Procurement Code 12 N.N.C. § 365. Protests shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Protest should include the name and address of the protestant, the RFP number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

23. RIGHT TO REFUSE CONTRACT

The Navajo Nation reserves the right to refuse to execute a contract for the Project if the Navajo Nation determines in writing that any of the following has occurred prior to the Navajo Nation's execution of this Contract:

- a. Lack of documents; the Navajo Nation has not received all required supporting documents, or other reasonably requested information;
- b. Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related pre-Procurement activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or
- c. Ineligibility; the selected Offeror, or any other related person, is ineligible for the awarding of this Contract pursuant to applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or
- d. Change to Scope of Work or other requirements; there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in

this RFP or in any addenda; in which case additional procedures under Section XIII (A) of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or

- e. Change to the Budget or Maximum Feasible Price; there has been a revision (whether increase or decrease) of the Budget or the Maximum Feasible Price that was originally established for this Project by the Procuring Party prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII (A) of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or
- f. Protest filed; a protest has been timely filed in accordance with 12 N.N.C. § 360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. § 360(F); or
- g. Navajo Nation's interest; the Navajo Nation Attorney General, or his/her designee, determines in writing that refusal to enter into this Contract is in the best interest of the Navajo Nation.

24. NOTICE

The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities, and kickbacks.

25. APPLICABLE LAW

The laws of the Navajo Nation shall govern this procurement and any agreement that may result from this procurement. Applicable State and Federal law shall also apply to this procurement and any agreement resulting from this procurement.

B. Responsive Format and Organization

This section describes the format and organization of the Offerors' responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

1. RESPONSIVE PROPOSAL SUBMISSION

A. Number of Responses – Offeror's may submit only one proposal. Amended proposals submitted pursuant to Section A(7) of this RFP are an exception.

B. Number of Copies – Offeror's shall deliver four copies of their proposal, to the location specified in Section A(6) of this RFP on or before the closing date.

C. Proposal Format - The proposal must be limited in format and length. All proposals must be typewritten on standard 8 ½ x 11 papers. All foldout sheets, up to a maximum of 11" x 17" will be counted as two pages and shall be labeled as such. Font size shall be at least a minimum of 10 pt. font. The proposal shall be no more than twenty-five (25) pages. The following information is not included in the 25-page limit: proposal front and back cover;

Letter of Interest; table of contents; divider and/or tabs (as long as there is nothing on them); insurance certificate, copies of licenses, non-collusive affidavit, non-debarment certificate, affidavit of subcontractors, and W-9.

D. Proposal Content - Proposals must include the following documents and information unbound:

- 1. Letter of Interest** –The Letter of Interest (“Letter”) shall include the following: Offeror’s name and address; Offeror’s organizational structure (individual, partnership or public, profit or non-profit); name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP; name of any Subconsultant(s); name and title of the person(s) authorized to contractually obligate the business for the purpose of this RFP; names, titles, and telephone numbers of persons to be contacted for clarification regarding this RFP. In addition, Offeror should acknowledge receipt and review of the addendum(s);
- 2. Resume and Professional Qualifications** - Copies of resumes, professional certifications, registrations, and professional licensure for each team member covering all areas of the Scope of Work;
- 3. Non-Collusive Affidavit (Form B);**
- 4. Debarment and Suspension (Form C);**
- 5. Affidavit of Responsibility for Subcontractors (Form D);**
- 6. W-9;**
- 7. Certificate of Navajo Nation Priority status, if applicable;**
- 8. Certificate reflecting Navajo Nation business registration** – Navajo Nation business registration indicates whether the business is domestic or foreign;
- 9. Civil / Criminal Claims** – List and describe any civil or criminal claims, judgments or suits filed against your company within the past ten (10) years;
- 10. Response to Evaluation Criteria / Proposal Requirements** - Interested Offerors must demonstrate it has the administrative and technical capabilities to perform professional services.

E. Marked Proposal – Proposal must be submitted in a sealed envelope clearly marked:

- “DO NOT OPEN – **RFP No. 02-2024 Naschitti Bathroom Additions**”

- The name of the Offeror submitting the proposal shall be written legibly and shown on the outside of the sealed envelope. Please include the Offeror's address.

F. Non-responsive Proposals - Proposals deemed non-conforming by the Selection Committee in regard to format may be considered non-responsive and may result in disqualification of the proposal. Offerors shall contact the Project Manager to clarify any questions concerning format prior to submission.

G. Fee Proposal – In a separate sealed envelope clearly marked as “FEE PROPOSAL”, the Offeror shall provide a proposed Contract Billing Rate schedule. The proposed Contract Billing Rates shall be an hourly rate fee schedule by position for work to be provided by each of the Offerors that comprise the “consultant team”, including reimbursable expenses and rates that apply. The proposed rates shall be provided for the life of the contract and should be broken down on a yearly basis. Rates shall include any sub-contractor labor categories.

The sealed envelope will not be opened by the procuring party until after the RFP proposals have been reviewed and ranked. The Navajo Nation reserves the right to obtain clarification on any of the billing rates and reimbursables proposed in the “FEE PROPOSAL”.

2. SCOPE OF WORK

A. PROJECT LOCATION

There are thirteen (13) project locations within the Naschitti Chapter boundaries with an added alternate of two (2) additional locations.

B. SCOPE OF SERVICES REQUESTED

To construction bathroom additions according to specifications provided by Navajo Nation Division of Community Development/Navajo Engineering Construction Authority.

Base services will be contracted. The additive alternate will be included, if the total amount with the base services does not exceed the Owner's Max Feasible Cost for this procurement.

C. LEGAL AND REGULATORY COMPLIANCE – All work accomplished under this contract shall be in accordance with, but not limited to the following Navajo Nation law and applicable state and federal law.

In accordance with National Electrical guidelines and codes: 2018 International Building, Mechanical, Plumbing, Fire, Residential, and Energy Conservations Code; and the 2020 American Disability Act standards. Also, the Navajo Tribal Utility Authority specifications

covering residential connections.

C. Proposal Opening and Review for Responsiveness

1. Proposal Opening – Submitted proposals shall be opened in accordance with the Navajo Nation Procurement Act and Regulations and the Navajo Business Opportunity Act (NBOA), 5 N.N.C. § 201 *et seq.* All Priority 1 proposals shall be opened and evaluated before Priority 2 and non-priority proposals are evaluated.

Only those vendors who meet the qualification for this project as set forth in D(1) of this RFP will be opened and considered for selection.

2. Receipt of Proposals – Receipt of proposals will be verified on the due date specified. The Procuring Party will screen and evaluate proposals received in accordance with the following criteria:

1. Proposal is received by the required deadline date and time.
2. Proposal meets the proposal submission requirements set forth above under Section B(1) of this RFP.

Proposals which fail this check will be considered non-responsive and returned to the Offeror un-rated.

D. Proposal Evaluation

Proposal shall be evaluated and rated in accordance with the criteria provided below. The Selection Committee reserves the right to waive minor irregularities. The Selection Committee 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. This right is at the sole discretion of the Selection Committee.

- 1. Evaluation Criteria** - Proposal must specifically address and offer the following:
- 2. Proposal Selection** – The selection of the vendor will be in accordance with the Navajo Business Opportunity Act and the evaluation criteria used in this RFP. A high score does not automatically mean an award, since a top-down selection is not used. It is the discretion of the Owner to select the vendor whose proposal represents the best value for their project, based on the evaluation results and what the qualified vendors have proposed for their services.

E. Attachments

Form A:	Acknowledgement of Receipt
Form B:	Affidavit of Non-Collusion
Form C:	Debarment and Suspension Affidavit