
**REQUEST FOR
PROPOSAL (RFP)**

PROJECT DESCRIPTION: RFP #03-2025 Naschitti Chapter
Scattered House Wiring and Electrical
Upgrade

ISSUE DATE: March 04, 2025

RFP PROPOSAL DUE DATE: March 19, 2025

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 wiring system upgrades for pre-occupied residences at various sites within Naschitti Chapter. Work also includes providing service entrance electrical inspection for the identified houses along with certification. Certifications are to meet Navajo Tribal Utility Authority 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 **March 14, 2025** 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** (local Window Rock, AZ time) on **March 14, 2025**. 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 **3:00 PM** (local time) on **March 19, 2025**:

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 to this RFP.

NO	ACTION	DATE
1	Formal Advertisement (Multiple Publications)	March 04, 2025
2	Deadline to Submit both the Written Questions and the Acknowledgment Receipt Form for this RFP	March 14, 2025
3	Vendor Qualifications Questionnaire and request for information are due	March 14, 2025
4	Response to Written Questions will be sent out & RFP Amendments	March 17, 2025
5	RFP Proposal Submission Deadline	March 19, 2025
67	Proposal Opening Evaluations	March 20, 2025
7	Final Selection and Notice of Award	March 21, 2025
		** 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. § 346. 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#3 Naschitti Chapter House Wiring and Electrical Upgrade**”;
- 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

This project will be various locations within the Naschitti Community Boundaries.

B. SCOPE OF SERVICES REQUESTED

Naschitti Community Governance is seeking an EE98 electrical contractor to upgrade electrical wiring on multiple scattered homes within the community. Contractors bidding for this project must show proof of their EE98 Electrical contractor license. All electrical work must be performed according to the latest National Electrical Code (NEC) requirements. The following scope of work will be detailed as follows but not limited to:

- Upgrade lighting inside residential housing.
 - Light fixtures will vary between each house from 1 to 6 lights.
 - Upgrade consists of swapping out existing fixtures with an energy saving light fixture such as an LED or alternative part.
 - Power to light fixture(s) may need to be run which would consist of at least ½” EMT and the appropriate conduit fill and proper sizing of the wiring according to the National Electrical Code.
- Upgrade wall outlet receptacles.
 - Install and replace 120V receptacles according to NEC. 240V receptacles for washer and/or dryer may be required.
 - New receptacles going to welders, electric vehicle charging, or other non-essential equipment homeowners may request will not be permitted.
 - Receptacles may vary between 1 to 12 receptacles throughout the house.

- Any conduit and wiring to receptacle(s) may need to be run which would consist of at least ½” EMT and the appropriate conduit fill and proper sizing of the wiring according to the National Electrical Code.
- Install new GFCI receptacles as needed according to the NEC around wet and damp locations such as restrooms, shower areas, kitchen sinks, etc. AFCI breakers may need to be installed in the electrical panel as needed as part of the upgrade according to NEC.
- Service Entrance panel upgrade
 - Replace and upgrade conductor and conduit from the service entrance to electrical panel.
 - Replace circuit breakers within electrical panel.
 - AFCI/GFCI breakers specific to the panel may need to be added or replaced as needed according to NEC.
 - Circuit breakers at the electrical panel may need replacement such as single or 2-pole, bolt-in or clamp-on style breakers. Breaker sizes will remain the same if a replacement is needed. Example: 20A will be replaced with a new 20A will not be sized higher or lower than the existing rating.
 - Service Entrance Electrical Panel may need replacement on homes. However, if a replacement panel is warranted, panel size will remain the same and will not need to be sized up in amperage or sized down. Example: A 100 Amp panel will be replaced with a new 100 Amp panel and will not be upgraded to a 125A or downgraded to a lower size.
- Electrical lighting switches replaced or installed as needed.
 - Replace and upgrade electrical lighting switches throughout house.
 - Dimmer switches will not be allowed.
- Wiring and conduit upgrade.
 - If wiring is to various devices such as the light switches, lights, or other essential device is needed to be replaced, new conductor will be installed according to the NEC. Discretion is to be used when replacing conductor, and the NEC is to be followed when calculating loads.
 - At least ½” EMT conduit will be used if wiring is needing to be replaced only to essential household items, i.e. switches, lights, receptacles, etc.
 - Wiring will be replaced according to its condition. If conductors are cracked or weathered, then it will be replaced with conduit and THHN type wiring.
 - If wiring shows signs of heat damage, contractor will need to troubleshoot the circuit and resolve the issue according to the NEC.
- Provide a finalized diagram of the layout of new/upgraded wiring for each home serviced.

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

EXHIBIT A
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with title page, table of contents and Exhibits A thru C.

The acknowledgement of receipt should be signed and returned to the Project Manager no later than close of business day on March 14, 2025. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror’s written questions and the Agency’s written responses to those questions, as well as, RFP amendments, if any are issued. The following name and address will be used for all correspondence related to the RFP.

Firm WILL or WILL NOT (Circle One) submit a proposal

Firm Name: _____

Represented By: _____

Title: _____ Phone No. _____

E-Mail: _____ Fax No. _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date _____

Return Form To:

ATTN: Chapter Manager
Naschitti Community Governance
P.O. Drawer D
Sheepsprings, NM 87364
505-732-5400
naschitti@navajochapters.org

EXHIBIT B
NON-COLLUSIVE AFFIDAVIT
(MUST BE NOTORIZED AND PROVIDED WITH BID OR PROPOSAL)

STATE OF _____)
COUNTY OF _____)

_____, , being first duly sworn, deposes and says that he or she is _____ (sole owner, a partner, president, secretary, etc.) of _____ the party making the foregoing Bid or Proposal; that such Bid/Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid/Proposal is genuine and not collusive or sham; that said Bidder/Offeror has not directly or indirectly induced or solicited any other Bidder/Offeror to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder/Offeror or anyone else to put in a sham Bid/Proposal, nor that anyone shall refrain from bidding; that said Bidder/Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price/Cost Proposal of said Bidder/Offeror or any other Bidder/Offeror, nor to fix any overhead, profit, or cost element of such Bid price/Cost Proposal, nor of that of any other Bidder/Offeror, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid/Proposal are true; and, further, that said Bidder/Offeror has not directly or indirectly, submitted his or her Bid price/Cost Proposal or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, Bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder/Offeror in his or her general business.

Signed: _____

Title: _____

Subscribed and sworn to before me a Notary Public for the State of _____ on this _____ day of _____, 20____

By _____

MY COMMISSION EXPIRES: _____

(Seal)

Exhibit C
Debarment, Suspension, and Contracting Eligibility

1. Applicant entity acknowledge that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, as 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 offense indicting 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:	Navajo of Individual Signing on Applicant’s Behalf (Print)
Applicant Address:	<i>Title of Individual Signed on Behalf</i>
Applicant Signature:	Date:

