

**THE NAVAJO NATION
FACILITIES MAINTENANCE DEPARTMENT
REQUEST FOR PROPOSALS (RFP)**

**RFP# 21-08-2532LE
RE-LEVEL OF SEVEN (7) MODULAR UNITS PUT TOGETHER
CHINLE WORKFORCE DEVELOPMENT
DUE: THURSDAY AUGUST 12, 2021**

The Navajo Nation Facilities Maintenance Department (here after referred to as FMD) invites interested companies to submit proposals to provide re-level services to seven modular building that are put together at Chinle Workforce Development office in Chinle, AZ. This contract shall begin September 2021 through April 2022

MANDATORY PRE-BID MEETING FOR ALL PROSPECTIVE CONSULTANTS WILL TAKE PLACE ON AUGUST 4TH AT 10:00 A.M. THE DESIGNATED MEETING PLACE IS AT THE NAVAJO NATION FACILITIES MAINTENANCE DEPARTMENT, 2431 NORTH ROUTE 12, FORT DEFIANCE, ARIZONA 86504.

**REQUEST FOR PROPOSALS
DUE: Thursday August 12, 2021 4:00 PM**

The FMD is accepting proposals from qualified professional consulting firms to provide Re-leveling service to seven (7) modular buildings put together. The award of the Consulting Services Agreement shall be determined by the FMD.

Responses to this RFP shall be submitted to the Navajo Nation Facilities Maintenance Department at the date and time noted above. All proposals must be clearly marked **RFP – RE-LEVEL OF SEVEN (7) MODULAR UNITS PUT TOGETHER, CHINLE WORKFORCE DEVELOPMENT**. No oral, telephonic, emailed, or faxed responses shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The FMD reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Any responses received after the above scheduled due date and time shall not be accepted or considered.

1. AVAILABILITY OF FUNDS

Any subsequent contract award associated with this RFP is contingent upon the availability of funds to the FMD for this project. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect. FMD reserves the right to negotiate the overall contract price based on the availability of funds.

2. AGREEMENT

The FMD, upon mutually agreed to and acceptable terms and conditions with the successful responder/consultant, shall enter into a formal agreement for a mutually agreed to fee and period of time. The FMD reserves the right, subject to mutual agreement with the successful responder/consultant, to extend the terms of this agreement, at the proposed rate, for a mutually agreed upon period of time.

3. CANCELLATION OF AGREEMENT

The FMD reserves the right to cancel any contract/agreement, at any time, with thirty (30) days prior written notice to the consultant, should any of the following conditions exist:

- Funds are not appropriated by the FMD for continuance of this agreement.
- The FMD, through changes in its requirements, method of operation, or program operation no longer has a need for the service.

4. INSURANCE REQUIREMENTS

The selected consultant, upon receiving authorization to proceed, shall be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the FMD.

The firm selected shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the FMD from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Contractor's or those of a subcontractor or any person or entity directly or indirectly employed by said Contractor. Minimum coverage is as follows:

1. Workers Compensation: Consultant shall provide workers compensation and employer's liability insurance that complies with the regulations of the Navajo Nation with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.
2. Commercial General Liability Insurance: Consultant shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the FMD as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the FMD.

Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

3. **Commercial Automobile Insurance:** Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
4. Include a statement that no conflicts of interest exist in the provision of the services.

Umbrella Liability Insurance: Consultant shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the FMD at the sole cost and expense of the Contractor. As to the insurance required, the insurer(s) and/or their authorized agents shall provide the FMD with certificates of insurance prior to execution of the agreement by the FMD, describing the coverage.

5. AWARDING THE SERVICES

The services shall be awarded to the consultant whose qualifications are deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals.

6. SUBMISSION OF QUESTIONS

Questions relating to this request for proposals must be submitted in writing to the following (faxed or emailed questions are acceptable):

Navajo Nation Facilities Maintenance Department
Post Office Box 528
Fort Defiance, Arizona 86504
Attn.: Marcus C. Tulley
Fax: 928-729-4258
Email: marcustulley@navajo-nsn.gov

To ensure consistent interpretation of certain items, answers to questions the FMD deems to be in the interest of all will be made available to all other respondents.

7. PROPOSAL SUBMISSION

Four (4) complete sets of the proposals along with a sample of your work are to be submitted to the FMD no later than August 12, 2021. Clearly labeled as follows: **RFP – RE-LEVEL OF SEVEN (7) MODULAR UNITS PUT TOGETHER, CHINLE WORKFORCE DEVELOPMENT** and shall be addressed and mailed or hand delivered to:

Navajo Nation Facilities Maintenance Department
Post Office Box 528
Fort Defiance, Arizona 86504
Attn.: Marcus C. Tulley

8. ATTACHMENTS

Appendix A provides a list of facilities to be analyzed.

1. Chinle Workforce Development Building #3938 6,840 Sq. Ft.

9. SCOPE OF SERVICES

A. Contractor's responsibility will include:

1. Furnish all labor, supervision materials, equipment and services to complete detailed work to re-level all seven (7) modular units.
2. Remove and dispose of all materials/debris associated with the re-leveling project.
3. Re-leveling must be performed by certified contractor. Certification must be supplied with bid, must also supply with bid, the products data sheets and Safety Data Sheets (SDS) on each material purposed for usage.
4. Replace any damaged material.

B. Quality Assurance

1. Application

- a. All work must be performed by a certified leveling contractor with a minimum of five (5) year's experience.
- b. Attach list of materials that will be used during the process of re-leveling the seven (7) modular buildings for Chinle Workforce Development office.

C. Project Conditions

1. Examine existing building and existing foundation that modular buildings are currently placed on that effect the leveling of the seven (7) modular buildings.
2. Environmental Requirements- DO NOT conduct re-leveling during inclement weather or rain is predicted (20% or more possibility)

C. Safety and Clean- up Requirements

1. Do not load structure with the weight that will endanger structure.
2. All construction supplies and tools must be secured or removed from the job site.

10. QUALIFICATION REQUIREMENTS AND FORMAT

The following material is to be included in all responses and received by the date and time noted above in order for any firm to be considered:

- a. Title Page showing that the proposal submitted is for RFP; RE-LEVEL OF SEVEN(7) MODULAR UNITS PUT TOGETHER, CHINLE WORKFORCE DEVELOPMENT.
- b. The firm's name, contact person information and date of response.
- c. Table of Contents
- d. Information described in the following:

Technical Proposal Section

Section I: Company Profile

This section should state the size of the entity, the type of entity, the entity's background, and the location and/or office from which the work on this project shall be performed.

Section II: Experience

The response should include details of experience with re-leveling. In addition, interested entities must have at least five years' experience performing such services.

Section III: References

Include a list of references and contact information in the response. This list should include past and present clients as outlined in Experience above, including names and telephone numbers of contact people.

Section IV: Specific Approach, Sample Reports and Management Plan

Provide details regarding your approach to completing the re-level to the facilities in the RFP. Include a management plan with qualifications of the staff you propose for this project along with resumes of the key personnel who would be assigned to this project as well as any consultants, etc. to be used.

Section V: Budget & Cost Breakdown Information

Include a detailed cost proposal broken down and with a grand overall total for each of the following areas:

- a. Price per square footage
- b. Cost of Materials
- c. Navajo Nation Tax 6% (**All Navajo Nation except**)
- d. Total Cost

Section VI: Additional Information

Include in this section any additional information you wish to provide to the FMD relevant to the analysis.

Please be advised that the person(s) signing a formal response must be authorized by your organization to contractually bind the entity with regard to prices and related contractual obligations for the delivery terms.

Company Name

Authorized Signature

Title

Printed Name

Phone, Fax, Email, Website Address

Section VII: Additional Information

1. Employee Certification and Degrees
 - a. Field related degrees and/or Certifications
 - b. State Contractors Licensure or Certification
 - c. Safety Certification
2. Comprehensive Scope of Work
3. Navajo Business Opportunity Act Statement
4. Certification of Non-Debarment
5. Certification of Non- Collusion
6. Certificate of Insurance

7. Federal IRS W-9 Form
8. SDS Information for all Chemical Intended for Use on Project
9. Statement of Comprehensive Safety Plan
10. Navajo Nation Tax Breakdowns (See section V. Budget & Cost Breakdown Information)

11. INTERVIEW AND SELECTION PROCESS

The FMD shall select the successful respondent to provide the requested services. Respondents submitting the most responsive proposals may be invited to an interview with the FMD. During that process those entities shall be requested to present all costs and rates associated with their proposed consulting services.

Should the FMD elect to purchase the consultant services detailed in this request it will then enter into a contract/agreement with the most responsible respondent whose proposal is determined to be in the best interest of the FMD. Responses to this RFP will be reviewed against the criteria contained herein, and award of the contract/agreement shall be made in accordance with standard Navajo Nation purchasing procedures.

The FMD reserves the right to reject any or all responses or parts thereof for any reason, to negotiate changes to proposed terms and to waive minor inconsistencies with the RFP. The FMD further reserves the right to make a selection on the basis of an interview process, qualifications, experience in providing similar services elsewhere, overall responsiveness to the requirements of this RFP; and to negotiate an contract/agreement with the Consultant.

12. ANTICIPATED TIME-LINE

August 02, 2021	Issue RFP
August 04, 2021	2:00 P.M. Pre-bid meeting
August 12, 2021	4:00 P.M. Proposals due
August 16, 2021	9:00 A.M. Bid opening