
REQUEST FOR PROPOSALS (RFP)

PROJECT DESCRIPTION: Complete Demolition and
Asbestos/Lead-Based Paint Abatement

ISSUE DATE: Monday, July 11, 2022

RFP BID NUMBER: 22-07-2841LE RE-BID

RFP PROPOSAL DUE DATE: Thursday, July 21, 2022 4pm DST

PROCURING OFFICER: Arval T. McCabe
Tourism Department, DED
arvalmccabe@navajo-nsn.gov
928-810-8501

DELIVER TO: Navajo Nation Purchasing Services
Administration Building #1
Window Rock Boulevard

MAIL TO: Navajo Nation Purchasing Services
P.O. Box 9000
Window Rock, Arizona 86515

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 offers (proposals) on specified Services.

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

2. PURPOSE OF PROPOSAL AND SUMMARY SCOPE OF WORK

The Navajo Nation Tourism Department is seeking proposals from qualified entities to conduct complete site demolition, and possible asbestos and lead-based paint abatement. If toxic substances are identified, provide abatement. The project to include removal of roadside sign, sidewalks, storage building remains, fences, fence poles, and trees. The burned structures are approximately 10,000± sq. feet, located in Shiprock, Navajo Nation, New Mexico; Google: <https://bit.ly/3wVFVQ9> (Lat, Long: 36.78327, -108.68867)

The former commercial Bond and Bond site is located in Shiprock, New Mexico, off NM State Hwy 491 east of the bridge. The three building structures, one with a basement 40' X 100', are approximately 10,000± sq. feet, including a 40' X 40' remains of a storage structure to the north. The entire site and structures have burned four times and dilapidated; walls, and roofs have fallen in and apart. The site debris is concrete, masonry, bricks, wood, aluminum, sidewalks, fences with poles, rubber and aluminum cables and wires, trees, weeds, asphalt pavement, with possible existing of asbestos and lead-based paint. If toxic substances are identified as present, the contractor shall abate in accordance with appropriate regulatory guidelines. *Areas to take caution;* 1) the site has Underground Storage Tank (UST) remediation monitoring wells, about seventeen (17) on the site. Specifically, MW-7 and MW-11 would require safety-cones and be pivoted around

as to not compromise during demolition. For the most part, the monitoring-wells are below grade and should not be a problem to work around them. Monitor-well locations can be identified with orange paint. 2) do not disturb the north Bureau of Indian Affairs (BIA) ¼ mile fence.

Waterline:

Cut existing 6" AC Pipe at Property Line. If pipe is AC, use proper protection and disposal. Install 6" D.I., M.J. Cap with Mgalug and Concrete Thrust Block.

Abandon rest of underground waterline in-place.

Demolish and thoroughly clean-up the site. All work shall meet the requirements of Navajo Nation Environmental Protection Agency and Navajo Office of Occupational Safety and Health Administration of Tribal and Federal laws.

Contractor shall be responsible to comply with safety, labor and business opportunity laws. All toxic debris, and all waste shall be disposed of properly and in accordance with appropriate Navajo EPA, Navajo OSHA, and Tribal Regulations. Hazardous waste shall be taken to authorized landfills or transfer stations. Keep landfill receipts on hand. This shall be at the contractor's expense.

Contractor shall furnish all necessary labor, materials, tools, equipment, water, light, heat, power, transportation, and supervision necessary to complete the work.

The job duration is anticipated to be two-months, to begin immediately.

3. PROCUREMENT OFFICER CONTACT

The contact information for the Procurement Officer is as follows:

Arval T. McCabe
Tourism Department
Division of Economic Development
Arvaltmccabe@navajo-nsn.gov
928-810-8501

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 **Tuesday, July 19, 2022 at 4pm DST** 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 **4:00pm** (local Window Rock, AZ time) on **Tuesday, July 19, 2022**. 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 **4:00 PM** (local Window Rock, AZ time) on **Thursday, July 21, 2022:**

Navajo Nation Purchasing Services
(Administration Building #1 Window Rock Boulevard)
P.O. Box 9000
Window Rock, Arizona 86515

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	Job Walk	Monday, July 18, 2022 9:00 am DST
2	Formal Advertisement	Expected July 11, 2022
3	Deadline to Submit Questions and Deadline to Submit Acknowledgment Receipt Form	Tuesday, July 19, 2022 4:00 pm DST
4	Response to Written Questions & RFP Amendments	Wednesday, July 20, 2022 4:00 pm DST
5	RFP Proposal Submission Deadline	Thursday, July 21, 2022 4:00 pm DST
6	Proposal Evaluations	Friday, July 22, 2022 4:00 pm DST
7	Final Selection and Notice of Award	Expected as early as Friday, July 22, 2022

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. Contractor shall provide proof of state licensure for abatement contractor or certified abatement and EPA certified firm, ex. Class II Abatement Services. Contractor shall also provide proof of state licensure as a contractor consistent with this RFP's scope of work.

17. TAXES

The Contractor and Sub-contractor(s), as applicable, shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The Consultant is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the

prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To’Nanees’Dizi Local Government (“Tuba City Chapter”) or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the Contractor is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §150 *et seq.* The Contractor is solely responsible for all applicable taxes.

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 provide 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. § 360. 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.

26. PERFORMANCE & PAYMENT BONDS

When a Construction contract is awarded in an amount of \$50,000 or greater, Contractor shall deliver to the Procuring Party the following bonds, which **only become binding on the parties upon execution of the Contract**:

- a. Performance bond in a form satisfactory to the Controller of the Navajo Nation underwritten by a surety company authorized to do business within the Navajo Nation in an amount equal to one hundred percent (100%) of the price specified in the contract; and
- b. Payment bond in a form satisfactory to the Controller of the Navajo Nation underwritten by a surety company authorized to do business within the Navajo Nation for the protection of all persons supplying labor and material to the contractor or its subcontractor for the performance of the work provided in the contract in an amount equal to one hundred percent (100%) of the price specified in the contract.

Performance and payment bonds may be reduced to fifty percent (50%) of the contract price subject to the requirements within Section IV(K)(C)(2) of the Procurement Rules and Regulations.

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:

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 Subcontractor(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 and/or Certificate of Good Standing – 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.

11. Bid security required for construction contracts when price estimated to be greater than \$50,000. Bid security shall be in an amount equal to at least ten percent (10%) of the amount of the bid. Acceptable bid security limited to annual or one-time bond in a form satisfactory to the Controller of the Navajo Nation underwritten by a surety company authorized to do business within the Navajo Nation or the equivalent in cash, bank certified check, or cashier’s check payable to the Navajo Nation. Failure to comply with this bid security requirement shall render the proposal as non-responsive, unless failure to comply is determined to be non-substantial by the Procuring Party pursuant to Section IV(K)(B)(4)

of the Navajo Nation Procurement Rules and Regulations.

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

- “DO NOT OPEN – RFP No. 22-07-2841LE Complete Demolition and Asbestos/Lead-Based Paint Abatement”;
- 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.
- **Vendors certified under the Navajo Nation Business Opportunity Act (NBOA) must visibly mark their Priority Status on the outside of the Proposal package.** It is the responsibility of the offeror to identify themselves as certified under the NBOA.

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 Procuring Officer 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

The burned structures are approximately 10,000± sq. feet, located in Shiprock, Navajo Nation, New Mexico; Google: <https://bit.ly/3wVFVQ9> (Lat, Long: 36.78327, -108.68867)

B. SCOPE OF SERVICES REQUESTED

The former commercial Bond and Bond site is located in Shiprock, New Mexico, off NM State Hwy 491 east of the bridge. The three building structures, one with a basement 40’ X 100’, are approximately 10,000± sq. feet, including a 40’ X 40’ remains of a storage structure to the north. The entire site and structures have burned four times and dilapidated; walls, and roofs have fallen in and apart. The site debris is concrete, masonry, bricks, wood, aluminum, sidewalks, fences with poles, rubber and aluminum cables and wires, trees, weeds, asphalt pavement, with possible existing of asbestos and lead-based paint. If toxic substances are identified as present, the contractor shall abate in accordance with appropriate regulatory guidelines. *Areas to take caution*; 1) the site has Underground Storage Tank (UST) remediation monitoring wells, about seventeen (17) on the site. Specifically, MW-7 and MW-11 would require safety-cones and be pivoted around as to not compromise during demolition. For the most part, the monitoring-wells

are below grade and should not be a problem to work around them. Monitor-well locations can be identified with orange paint. 2) do not disturb the north Bureau of Indian Affairs (BIA) ¼ mile fence.

Waterline:

Cut existing 6" AC Pipe at Property Line. If pipe is AC, use proper protection and disposal. Install 6" D.I., M.J. Cap with Mgalug and Concrete Thrust Block.

Abandon rest of underground waterline in-place.

Demolish and thoroughly clean-up the site. All work shall meet the requirements of Navajo Nation Environmental Protection Agency and Navajo Office of Occupational Safety and Health Administration of Tribal and Federal laws.

Contractor shall be responsible to comply with safety, labor and business opportunity laws. All toxic debris, and all waste shall be disposed of properly and in accordance with appropriate Navajo EPA, Navajo OSHA, and Tribal Regulations. Hazardous waste shall be taken to authorized landfills or transfer stations. Keep landfill receipts on hand. This shall be at the contractor's expense.

Contractor shall furnish all necessary labor, materials, tools, equipment, water, light, heat, power, transportation, and supervision necessary to complete the work.

The job duration is anticipated to be two-months, to begin immediately.

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.

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.

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:

Due Date	5
Qualifications/Licenses	20
Project Schedule	20
Scope of Work	20
Three References	5
Cost Sealed in separate envelope	10
TOTAL	80

E. Attachments

- Form A: Acknowledgement of Receipt
- Form B: Affidavit of Non-Collusion
- Form C: Debarment and Suspension Affidavit
- Form D: Affidavit of Responsibility for Subcontractors