

Invitation for Bids
Navajo Nation Division of General Services (DGS)
GENERAL CONTRACTOR SERVICES TO RENOVATE OMB OFFICES
Invitation Bid No. 25-01-3550SB

SECTION I. OVERVIEW ON INVITATION FOR BIDS

Bid Open: January 15, 2025

Bid Close: January 30, 2025

Invitation: Authorized General Contractor for Renovation Services

- A. **BACKGROUND:** Division of General Services (DGS) is to provide optimal support services to the Navajo Government. The Division is inviting qualified contractors to submit proposals for the renovation of the OMB Offices in Administration Building #1 located in Window Rock, AZ according to the specifications listed below.

The Offeror shall work directly with Navajo Nation Division of General Services, Delegated Deputy Division Director (DDD) and/or appointed proxy. Time is of the essence for this Invitation for Bids.

This RFP describes the technical and performance specifications for the general contractor services. Additionally, it contains an overview of the general terms and conditions under which the general contractor services is to be provided.

B. **BID SCHEDULE**

	Schedule of Activities	Date
1.	Issue of Invitation for Bids	January 15, 2025
2.	Onsite Visit for Project (Tribal Administration Building #1)	January 24, 2024 (9 am)
3.	Proposals Due	January 30, 2025 (4 pm)
4.	Opening of Bids & Evaluation Process	February 5, 2025
5.	Notice of Selection	February 7, 2025

- C. **INQUIRIES:** Any inquiries regarding this RFP should be submitted in writing to Shawnevan Dale, Executive Director, Division of General Services. Only written responses to questions will be considered official. All questions will be directed to Mr. Dale at 928-871-6311 or by email: sdale@navajo-nsn.gov. Questions regarding this procurement will be accepted until 5:00 pm MDT on January 24, 2025.

- D. **SUBMISSIONS:** The Offeror shall submit a sealed bid in written documentation of all required licenses and registrations to the Division of General Services. Submit Bids, by Mail or Deliver to:

The Division of General Services
Attn: Shawnevan Dale, Executive Director
2559, Window Rock Blvd., Admin. 1

PO Box 9000, Window Rock AZ, 86515
(928) 871-6311
BID NO. 25-01-3550SB

- E. **PRIORITY:** It is the responsibility of the Offeror to identify themselves as a certified vendor under the Navajo Nation Business Opportunity Act. The Offerors must be visibly marked on the outside of the sealed bid, if applicable, the Offeror's priority status under the Navajo Nation Business Opportunity Act.
- F. **REJECTIONS:** The Nation reserves the right to reject any or all statements of qualifications and shall be the sole judge of the merits of the respective statements of qualifications received.
- G. **PROCUREMENT OF RFP:** This procurement shall be conducted in accordance with all applicable Navajo Nation Laws and Regulations including the Navajo Nation Business Opportunity Act. All applicable rules, regulations, and laws shall also be followed. Offerors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP and may request a copy of the Navajo Nation Procurement regulations from the SPPS at any time up to the deadline for proposals.
- H. **AMENDED PROPOSALS:** An OFFEROR may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement for a previously submitted proposal and must be clearly identified in the transmittal letter.
- I. **PROPOSAL SUBMISSION:** The proposal must be received on or before 4:00 pm (MDT) on January 30, 2025. OFFERORS who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the date specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. Late Proposals will not be accepted.
- J. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each page of the proprietary material must be labeled or identified with the word "Proprietary" or "Confidential".
- K. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding the RFP shall become the property of the Navajo Nation and will not be returned to the OFFEROR. Responses received will be retained by NNDGS and may be reviewed by any person after final selection has been made. NNDGS has the right to use any or all system ideas presented in reply to this RFP. Disqualifications or non-selection of an OFFEROR or proposal does not eliminate this right.
- L. **INCURRING COSTS:** Any cost (s) incurred by the OFFEROR in preparing, transmitting, presenting, or modifying the proposal or material for this RFP shall be the responsibility of the OFFEROR.

SECTION II. SCOPE OF WORK

- A. SCOPE OF WORK: The Navajo Nation Division of General Services plans to renovate offices located in:
1. Administration Building No. 1 (OMB Offices)
 - i. Window Rock, Arizona
 - ii. Approximately 2,500 square feet
 2. Administration Building No. 1 (DGS Offices)
 - i. Window Rock, AZ
 - ii. Approximately 1200 square feet
 3. Administration Building No. 1 (DPM Offices)
 - i. Window Rock, AZ
 - ii. Approximately 500 square feet
- B. ALL OFFERORS must have a minimum, the capabilities listed herein, and the bid proposals submitted must reflect in detail the inclusion of these services as well as the additional forms required in SECTION III. APPLICATION REQUIREMENTS. Offeror should also provide technical information of delivery of services required in this RFP.
- C. The OFFEROR shall conduct all activities and services under the RFP in accordance with applicable building standards and safety codes to ensure the health and safety of all building occupants.
- D. The OFFEROR shall be able to provide fully trained personnel in all phases of work under this proposal but not limited to the following: supply all labor, materials, tools, equipment, transportation, and supervisory services necessary to complete interior renovations at the Administration Building No. 1 facilities.
- E. SPECIFICATIONS:
1. All measurements are to be confirmed on-site by the Contractor;
 2. All designs, plans, product selection, and installation are to be approved by the project manager or project manager's proxy;
 3. All finishes, color and patterns of new and replacement materials are to be approved prior to purchase and installation by the project manager or the project manager's proxy;
 4. All specialized work including but not limited to, plumbing, electrical, and HVAC shall be completed by a qualified worker;
 5. All work shall be crafted in a professional manner. No drips, flaws or second-rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost;
 6. All premises and surrounding areas are to be kept free from the accumulation of debris and trash related to the work. At the completion of all work, the OFFEROR shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste material off-site;

7. Upon completion of all work, the Contractor shall sufficiently clean the work area including vacuuming with the HEPA filter-fitted vacuum all visible surfaces except the ceiling, followed by wet-wiping.
- F. Office of Management Budget Section
1. Remove the “Bracelet” Conference Room, for expansion.
 2. Remove the Round Privacy Room and prep area for the office cubicle.
 3. Remove the Carpet and Install wood laminate
 4. Cover the plenum on the east side of OMB to make room for the conference room.
 5. Expand the South area of OMB office for additional workspace.
 6. Modify workspaces to 8’x8’ or 7’x7’.
 7. Install new kitchenette.
- G. Division of General Services Section
1. Redesign floor plan for 4/5 offices
 2. Expand ASO office
 3. Create two new office
 4. Install a wall between DPM and DGS.
- H. Department of Personnel Management Section
1. Remove Bracelet conference room
 2. Cover the plenum on the west side of DPM to expand and install additional cubicles.
 3. Redesign and Build a waiting area for clients with ADA Accessibility.
- I. DESIGN & PRODUCTION PROCESS: The selected Offeror shall work directly with the Division Director or an appointed proxy in the renovation. The Offeror shall prepare and submit a full design package indicating the specific requirements. The submittal package shall be available for the team to review and modify prior to acceptance and approval by the Division Director.

SECTION III. APPLICATION REQUIREMENTS

A. PROPOSAL FORMAT

1. OFFEROR(s) must indicate if they are a priority one or priority two vendor under the Navajo Nation Business Opportunity Act.
2. All proposals must be typewritten on standard 8 1/2 X 11 paper and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, maps, or similar materials.
3. An original RFP response and three (3) copies must be provided in a sealed envelope.
4. The proposal must be organized and indexed in the following format:
 - i. A Letter of transmittal;
 - ii. Statement of Qualifications;
 - iii. Proposal on Contract approach; and
 - iv. Proposed Cost (Sealed in Separate Envelope)

5. Each Proposal must be accompanied by a letter of transmittal. The letter of transmittal must:
 - i. Provide background on company;
 - ii. Identify the name of person responding to the RFP;
 - iii. Identify the name, title, and telephone numbers of person authorized to negotiate on behalf of the organization (s);
 - iv. Identify the names, files, and telephone numbers of person to contact for clarification;
 - v. Explicitly indicated acceptance of the conditions governing this procurement;
 - vi. Be signed by the person responding to the RFP; and
 - vii. Acknowledge receipt of any and all amendments to the RFP.

B. STATEMENT OF QUALIFICATIONS

1. THE OFFEROR must submit a statement of qualifications to include:
 - i. Resume;
 - ii. Number of years of experience working with the Navajo Nation government or other government entities;
 - iii. Provide current and valid license from an appropriate State Licensing Board or Agency for the type of work to be performed under this RFP, which license is customarily maintained in the industry;
 - iv. Provide three (3) references. Each reference must include the name, address, and telephone number of a contact person who can describe, in some detail, the quality, quantity and substance of services provided. These references should include past and present clients, including names and contact information;
 - v. Field related Degree and/or certification
 - vi. Safety Certification
 - vii. Provide number of employees in the company/organization.
 - viii. Provide in detail how the Offeror would accomplish the objectives describe in the scope of work. This section must include details and sample reports regarding in approach to completing the renovation services for all facilities listed above.

C. COST & BUDGET BREAKDOWN

1. OFFEROR must submit a cost and budget breakdown
 - i. This section must include a detailed cost proposal broken down in the following areas:
 1. Price of service fees
 2. Price of materials
 3. Navajo Nation Tax of 6% or applicable local tax
 4. Total cost.

D. Additionally, the following documents are required and must be submitted:

1. Navajo Nation Certification Regarding Debarment & Suspension Form (attached)
2. Federal Internal Revenue Tax Form (W-9)

3. Licensed, bonded, and current General Liability Insurance as recommended and verified by the Navajo Nation Risk Management Program. The insurance shall name the Navajo Nation as an additional insured if subcontractors are performed under the RFP.
4. Provide the latest financial documentation to ensure their financial capabilities to purchase building materials in advance if needed.

SECTION III. EVALUATION PROCEDURES & SELECTION CRITERIA

A. EVALUATION PROCEDURES AND SELECTION CRITERIA

1. An evaluation team will evaluate the proposals received, in accordance with the general criteria used herein. OFFERORS should be prepared to provide additional information the team feels necessary for the fair evaluation of proposals.
2. Failure of an OFFEROR to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the OFFEROR to the execution of a contract.
3. The sole objective of the review team will be to select the OFFEROR who is most responsive to the needs of the Navajo Nation Division of General Services. The specifications in the RFP represent the minimum performance necessary for a response. Based on the evaluation criteria established in this RFP, the review team will select and recommend the OFFEROR who best meets the objective. If there is only one responsive bid, the Navajo Nation Department of Justice and Office of Attorney General may elect to evaluate the RFP solely.

B. Evaluation Criteria: The following criteria will be used by the evaluation team in the selection process for contract award.

1.	Presentation of Response, Completeness, Clarity of Presentation, Organization of Presentation, and understanding of DGS Objective.	1-10 points
2.	Statement of Qualifications, List of Three References.	1-20 points
3.	Technical Requirements, Project Description, Projected Accomplishments.	1-20 points
4.	Project Management, Project Management Experience, Schedule/Project Plan, Staffing	1-20 points
5.	Navajo Nation Vendor Priority 1 or 2	1-10 points
6.	Cost of Services	1-20 points
	Total Possible Points	100 Points

SECTION IV. GENERAL TERMS & CONDITIONS

- A. STANDARD CONTRACT: The Navajo Nation reserves the right to incorporate standard contract provision(s) into any contract negotiations because of a proposal submitted in response to the RFP.
- B. TAX: OFFEROR shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. All appropriate taxes should be included in the cost including the Navajo Nation Sales Tax. All work performed within the

territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% pursuant to 24 N.N.C. Section 601 et. seq., and the Navajo Nation Sales Tax Regulations.

- C. SOVEREIGNTY: Nothing herein shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extent provided for in the Navajo Nation Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551 et seq.
- D. AMENDMENTS: Any revisions, amendments, addendums, change orders, modifications, increases in payment over and above the original contract amount, or changes whatsoever to any provision of the RFP or scope of work shall be made only by a duly approved written agreement, deemed a modification and signed by the Division Director or proxy before proceeding.
- E. SUFFICIENT APPROPRIATION: A contract awarded as a result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall affect such termination or reduction in scope. The Division of General Service's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Offeror.
- F. WARRANTIES: OFFEROR warrants that all labor, materials, equipment, and fixtures shall be of good quality and new and that the Work will be free of defects in design, materials, and workmanship. Any portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized by the Division Director, or Proxy, and including non-conformance relating to any materials, equipment, furnishings, labor, installation, or workmanship, may be considered defective. Additionally, OFFEROR will ensure all materials, equipment, and fixtures are covered by the warranty provided by the manufacturer and shall be at least twelve (12) months or more. At a minimum, the manufacturer's warranty shall cover installation errors, defective workmanship, and missing or incorrect parts for at least twelve (12) months or more.
- G. REPAIR PARTS AND SERVICE: OFFEROR will repair, replace, or re-perform or pay the Navajo Nation the reasonable cost of such repair, replacement, or reperformance, any portion of the work the Navajo Nation deems in its discretion to be defective. Additionally, the manufacturer shall be able to furnish replacement parts or furnish service by providing a list of agencies where a stock of repair parts is available and can be secured in a reasonable time.
- H. WARRANTY REPAIR WORK: All work performed by the Offeror, including parts and labor, shall be warranted for a period of at least one (1) year, commencing upon the date of the completion of the renovation.
- I. Work performed by the Offeror shall not void any manufacturer's warranty on equipment or fixtures. All warranty repairs must be initiated within forty-eight (48) hours after notification by the Division Director or delegated Proxy.
- J. The Offeror shall provide a timeline for repair. If the warranty repair is improper or inadequate, the Division Director or Proxy will initiate the repair. All costs incurred will be billed to the Offeror and the Offeror will reimburse Navajo Nation for the cost of the repairs within ten (10) working days from the date of the repair.

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

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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or					
Employer identification number					
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.