



NAVAJO NATION DIVISION OF
COMMUNITY DEVELOPMENT

**REQUEST FOR PROPOSAL
NO. CPMD 2025-01 (Crownpoint Chapter)
BID REFERENCE #25-01-3572GC**

**CONSTRUCTION SERVICES FOR
CROWNPOINT CHAPTER COMMUNITY
CEMETERY PERIMETER FENCE**

Non-Mandatory Pre-Proposal Meeting: 2/13/25
Division of Community Development
Conference Room
Window Rock AZ

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I. OVERVIEW ON REQUEST FOR PROPOSAL

1. Type of Service: The Navajo Nation Division of Community Development (DCD) Capital Projects Management Department (CPMD) on behalf of the Crownpoint Chapter, invites qualified contractors to submit proposals for the construction of a perimeter fence for the Crownpoint Chapter Community Cemetery in Crownpoint, New Mexico. This Request for Proposal (RFP) accounts for a preliminary evaluation of the offeror(s) qualifications, proposed product, site knowledge, and project schedule. The Navajo Nation is not bound to enter a contract under this RFP and may issue a subsequent RFP for the same services at its own discretion.

2. Schedule of RFP Activities:
 - A. Advertisement Date February 07, 2025
 - B. Non-Mandatory Pre-Proposal Meeting February 13, 2025 @ 1:00 PM (MT)
 - C. Deadline to Submit RFP Questions February 20, 2025 @ 5:00 PM (MT)
 - D. Deadline to Submit Acknowledgement of Receipt Form February 21, 2025 @ 5:00 PM (MT)
 - E. Response to Questions & Issue of Addendum February 25, 2025 @ 5:00 PM (MT)
 - F. Deadline for RFP Submittal February 28, 2025 @ 3:00 PM (MT)
 - G. Award of Contract / NTP TBD

3. Inquiries: Technical questions about the request for proposals, scope of services, or other project specific questions regarding this RFP shall be in writing only and directed to the CPMD. A written response to any inquiry will be provided in the form of an Addendum to the solicitation to each Offeror who requested the RFP and submitted an “Acknowledgement of Receipt Form” (See Attachment F).

Contact information is as follows:

Ricky Begay, Engineering Technician
Capital Projects Management Dept.
Navajo Nation Division of Community Development
P.O. Box 1510
Window Rock AZ 86515
Email: rickyrbegay@nndcd.org

4. Issue RFP – The RFP is issued by the Capital Projects Management Department (CPMD) on behalf of the Crownpoint Chapter in accordance with Navajo Nation Laws and Regulations. The CPMD is the only organization that is authorized to make copies or distribute this RFP. The participating Offeror agrees that it will keep all such materials and information in strict confidence within its company on a need-to-know basis and will not provide duplicates of such materials or information or disclose such materials to any person outside its organization without the prior written consent of the Owner, CPMD

5. Non-Mandatory Pre-Proposal Meeting – A non-mandatory pre-proposal meeting will be conducted at 1:00 PM (MDT) on February 13, 2025 at the Division of Community

Development Office, in Window Rock, AZ.

6. Acknowledgement of Receipt: An “Acknowledgement of Receipt Form” (See Exhibit F) is to be signed and returned by electronic mail (email) only to the Procurement Officer of CPMD no later than February 21, 2025 @ 4:00 PM (MDT) in order to be included in the procurement distribution lists. The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums as applicable. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offerors organization name shall not appear on the distribution list for answers of amendments to the RFP. Include the e-mail address of the individual appointed to receive the questions responses on the “Acknowledgement of Receipt Form.”
7. Deadline to Submit Questions – Potential offerors may submit all written questions to the Procurement Officer via email no later than February 21, 2025 @ 5:00 PM (MDT). As necessary, all responses to written questions will be distributed in the form of an addendum via email to the offeror(s) distribution list that is established based on the “Acknowledgement of Receipt Form” received by the offeror(s).
8. Response to written Questions RFP amendments – Written response to written questions and any RFP amendments will be distributed via e-mail to all potential offerors whose organization name appears on the procurement distribution list no later than February 25, 2025 @ 4:00 PM (MDT). Offeror will acknowledge receipt of amendments via an email to the CPMD Procurement Officer.
9. Submission of Proposals – A SUBMITTAL RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE. All offeror submittals must be received for review and evaluation, no later than 3:00 PM (MST) on February 28, 2025. Submittals received after this deadline will not be accepted.
 - A. Offerors who are mailing their submittals should allow sufficient time for mail delivery to ensure receipt by the time specified. The date and time of receipt will be recorded on each submittal.
 - B. Submittals must be addressed and delivered to the Navajo Nation Division of Community Development, Capital Projects Management Department (CPMD), P.O. Box 1510, Window Rock, AZ 86515 if USPS Mail. U.P.S. or FEDEX are preferred methods of delivery, if not hand delivered, to 2296 Window Rock Blvd, NN Admin Bldg. #2, 2nd Floor South, Window Rock, AZ 86515
 - C. Submittal of proposal must be sealed and labeled on the outside of the package to clearly indicate the Offeror’s Navajo Nation Priority status, if applicable, and the following: “DO NOT OPEN – Submittal of Proposals, CROWNPOINT CHAPTER CEMETERY PERIMETER FENCE” Submittals by facsimile or any other method will not be accepted.
10. Submittal Evaluation – The Selection Committee will review each offeror’s submittal and will allocate points as outlined in Section V. Each member’s point total will be translated into a numeric ranking of all submittals. The individual member ranking will be totaled

together to determine the overall ranking of proposals. The written responses to this RFP will be an important consideration in the selection process. The Owner at its sole discretion, reserves the right to cancel or significantly modify the terms and provisions of the RFP if it is in its best interest to do so. If the RFP is significantly modified or amended by the Owner, prior to the submission of the proposal, a change in the requested submission date may be made accordingly.

The submitting Offeror should assume that all terms, conditions specified in this RFP and any amendment hereto, and in the Offeror's response to this RFP, could be incorporated or referenced in the Contract executed between the Owner and the selected Offeror. The selected Offeror will be expected to execute a contract for the Crownpoint Chapter Community Cemetery Perimeter Fencing Construction Services.

Any acceptance is contingent upon execution of a written agreement suitable to both parties and executed by the Navajo Nation President. The owner shall not be contractually bound to any Offeror prior to the execution of such written agreement.

11. Notice of Award – The CPMD will notify the finalist in writing of the final selection.

II. CONDITIONS GOVERNING THE PROCUREMENT

1. Protest – Any offeror who is aggrieved in connection with the award of a contract may first address their protest with the CPMD. If no resolution is obtained, the Offeror may submit a written protest to the Office of the Controller (OOC). The protest must be submitted in writing within fourteen (14) calendar days after knowledge or reason to know of the facts or occurrences giving rise to the protest to: Navajo Office of the Controller; P.O. Box 3150: Window Rock, AZ 86515; Phone Number: (928) 871-6308.
2. Protest should include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.
3. Incurring Cost – Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
4. Amended Submittals – An offeror may submit an amended submittal before the deadline for receipt of RFP. Such amended submittals must be the complete replacements for a previous submittal and must be clearly identified as such in the transmittal letter. The Procurement Officer will not collate or assemble proposal materials.
5. Power of the CPMD – CPMD reserves the right to reject an offer from any offeror who is not in a position to perform the work governed by this RFP.
6. Offerors Right to Withdraw Proposal – The Offeror must submit a written withdrawal request, signed by the Offerors 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. Approval of withdrawal requests received after the deadline for receipt of proposals is at the discretion of the CPMD.

7. Disclosure of Submittal Content – The content of the submittals will be kept confidential until the CPMD has issued the written notice of a selection. At that time, all submittals will be available to the public, unless requested otherwise and except for the materials that have been noted as proprietary or confidential.
8. Confidentiality – Confidential data is normally restricted to confidential financial information concerning the offerors organization and data that qualifies as trade secrets. Any pages of a submittal on which the offeror has stamped or imprinted “proprietary” or “confidential” must be readily separable from the submittal in order to facilitate public inspection of the non-confidential portion of the submittal.
9. Termination – This RFP may be canceled at any time and any and all submittals may be rejected in whole or in part when the CPMD determines such action to be in the best interest of the Project.
10. Sufficient Appropriation – RFP process may be terminated if insufficient appropriations or authorizations exist. Sending written notice to the offeror will affect such termination. The Owner’s decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the Owner and shall be final and binding.
11. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the letter of transmittal. Submission of a submittal constitutes acceptance of all conditions contained herein including evaluation factors contained in Section V.

The CPMD shall reject all submitted proposals that do not comply with the requirements of this RFP or applicable Navajo Nation law and regulation which includes:

- a. a response not conforming to or fully addressing the SOW;
- b. a proposal attempts to impose conditions that modify requirement of the SOW or this RFP;
- c. a proposal attempts to, or does, limit the Offeror’s liability to the Navajo Nation;
- d. the Offeror unreasonably fails to provide, in a timely manner, any additional information requested by the evaluation team; if applicable or
- e. CPMD receives an unsigned Statement;
- f. **Lobbying:** Offerors are not to contact the CPMD, Division of Community Development of the Navajo Nation and members of the Navajo Nation Council, other elected and appointed officials, or the selection committee. Any lobbying by offerors during the RFP process will result in disqualification from consideration in regards to this RFP.

12. Standard– CPMD reserves the right to negotiate with a successful offeror provision in addition to those contained in the RFP. The contents of this RFP, as revised and/or supplements and the successful offeror’s proposal will be incorporated into and become part of the Contract.

13. Offeror Qualifications – The Selection Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any offeror who is not a responsible offeror and fails to submit a responsive offer.
14. Right to Waive Minor Irregularities – The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right is at the sole discretion of the Selection Committee.
15. Notice – The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities and kickbacks.
16. Release of Information – Only the CPMD designated representative is authorized to release information about the project covered by this RFP. The Offerors must refer to the owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
17. Ownership of Documents – The drawings, specifications, GIS files, CAD files and other project documents are the property of the Owner. The contract has certain requirements as to the rights and responsibilities of the Owner and Contractor. Record Drawings, and documents, are to be delivered to the Owner.
18. Insurance – The Offeror shall be required to procure and maintain, during the life of the Contract, adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (RMP). Such insurance shall be verified by a Certificate of Insurance prior to the execution of the Contract and shall name the Navajo Nation as an additional insured. The Offeror must include a provision for a two- day written notification to the CPMD Procurement Officer if a policy has been materially changed or canceled.

At the time of award, the selected Contractor or “offeror” shall furnish one copy each of Certificates of Insurance required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required once determined by the RFP, naming the Navajo Nation as an Insured.

1. The Navajo Nation should require the following minimum insurance requirements:
 - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence , \$2,000,000 aggregate;
 - b. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
 - c. Workers’ Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. **The Navajo Nation shall be named as additional insured for general and auto liability coverages only.**

2. Additionally, the Navajo Nation should require the contractor to carry Professional Liability with limits no less than \$1,000,000 per occurrence.
3. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
4. Contractor **has met** the insurance minimums.

Approval of insurance: Even though a "Notice to Proceed" may have been given by the CPMD, the "offeror" and subcontractors(s) shall not begin work under this Contract, or solicitation until the required insurance has been obtained and the proper Certificate of Insurance (or insurance policies) has been filed with CPMD. Neither approval nor failure to approve certificates, policies, or insurance by the CPMD shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

19. Proof of licensing: If the services proposed are ones for which licensure by the State of New Mexico or another agency is required, state license or membership number (e.g., Professional Architect, Professional Engineer, General Contractor) shall be provided.

20. Performance and Payment Bonds:

- a. A performance bond satisfactory to the Navajo Nation, underwritten and executed by a surety company that guarantees the complete and satisfactory performance. The Performance bond shall be equal to one-hundred (100%) in an amount equal to 100% of the price specified in the contract and will be required prior to final issuance of a contract;
- b. A payment bond satisfactory to the Navajo Nation, underwritten and executed by a surety company, for the Protection of all persons, subcontractors, or other entities supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract and will be required prior to final issuance of a contract.

21. Applicable Laws: The Navajo Nation is a sovereign government and its laws shall govern this procurement and any agreement that may result from this procurement with applicable Federal Laws.

22. Award of Contract: Upon selection, a contract will be prepared between the Nation and the successful Offeror/s. The Offeror agrees that its proposals, or a portion thereof, may be incorporated directly or by reference into such a contract agreement.

III. RESPONSIVE FORMAT AND ORGANIZATION (Please read carefully)

1. **PROPOSAL FORMAT** – All proposals must be typewritten on standard 8 1/2 X 11 paper. The proposal must be limited in format and length. All foldout sheets, up to a maximum of 11"X 17" will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) pages (printed sheet faces) of text and/or graphic material. Tab sheets will not be included as part of the twenty (20) page limitation.

2. PROPOSAL ORGANIZATION – The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- Letter of Submittal
- Table of Contents (if applicable)
- Response to Scope of Work (Section IV)
- Response to Proposal Requirements / Evaluation (Section V)
- Proof of License
- Navajo Nation Contract and Purchase Certification - Certificate of Eligibility, if applicable
- Navajo Nation Corporation Code – Certificate of Good Standing, if applicable
- Navajo Nation Limited Liability Company Act – Certificate of Authority, if applicable
- Affidavit of Non-Collusion – Attachment E
- Certification of Debarment and Suspension – Attachment H
- March 2024 W-9 – Attachment G

Proposals should be visibly marked on the outside with the Offeror’s Navajo Nation Priority status, if applicable. 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 CPMD to clarify any questions concerning format prior to submission.

IV. SCOPE OF WORK

1. Project Location and Goal

The CPMD is seeking proposals from responsible, qualified and independent contractors to supply and install a permanent no-climb, perimeter fence around the Crownpoint Chapter Cemetery Site. The perimeter fence/wall will surround the **40.46±** acre (5,568± linear feet) Crownpoint Chapter Cemetery Site tract. The **40.46±** acres includes burial plots for civilian and veteran community members.

The Chapter has the following objectives for this project:

- Define boundaries and channel access and egress;
- Provide visual barriers, supports security and safety;
- Deter and delay intrusion and trespassing;
- Provide security;
- Provide cost-effective method of protecting facilities;

2. Available / Existing Data

The chapter has completed the pre-development services that are needed to facilitate the construction of the perimeter fence and is providing the following documents with the RFP:

- Attachment A – Legal Boundary Survey;
- Attachment B – Site Plan;

3. Project Technical Description

Offeror(s) shall furnish all labor, material, and equipment to complete the work as outlined further in this section and as indicated on the Schedule Attachment E. **Unless otherwise stated, all content outlined in this section should be considered as incidental to the schedule.**

A. Minimum Specifications for Perimeter Fence

Length of Fence Perimeter shall be based on lengths as shown in Attachment A –
Legal Boundary Survey

- a. Fence Fabric
 - i. 6' high x 11-1/2 gauge Galvanized Chain Link Fabric (2-1/4 x 11-1/2 x 72 GAW), KK, 50' roll
- b. Framework
 - i. 1-5/8" x 21' Swedged End HF20 (0.085 wall)
 - ii. 2" x 8' Galvanized HF20 cut post (Line Post)
 - iii. 4" x 12' Galvanized HF40 cut post (Gate Post)
 - iv. 2-1/2" x 8' Galvanized HF20 cut post (Corner Post)
- c. Post Fittings
 - i. Eye Top Loop Cap 2" x 1-5/8" – Pressed Steel
 - ii. Post Cap 2-1/2" Aluminum Dome
 - iii. Post Cap 4" Aluminum Dome
 - iv. 2-1/2" Galvanized Beveled Brace Band – Round
 - v. Rail End Cap 1-5/8" Brace Combo Pressed Steel
 - vi. 3/16" x 5/8" wide x 72" long Tension Bar
 - vii. Tension Band 2-1/2" Beveled 12-gauge x 7/8"
 - viii. Carriage Bolt/Hex Nut 5/16" x 1-1/4"
- d. Wire and Ties
 - i. Tie Wire 1-5/8" Aluminum Pig-Tail 9 gauge (6") – Bag of 100
 - ii. Tie Wire 2" Aluminum Pig-Tail 9 gauge (6-1/2")
 - iii. 7-gauge Galvanized Spiral Tension Wire – 1000' roll
 - iv. 11-gauge Steel Hog Ring

B. Minimum Specifications for Primary Support Columns / Posts

- a. Post holes will be drilled and all excess dirt material from the holes will be removed. Holes will be cleaned out and depth to be confirmed on all at 24", typical, 12"x 48" for cantilever posts.
- b. Setting Posts and Concrete: All gate entrances and the 6 corners of the perimeter

to have concrete columns. This phase to commence after the preparation is completed. All terminal, gate and line posts set in holes. Concrete to be mixed and poured at terminal, and gate posts first, line posts to be set, aligned and plumbed at all locations.

- c. Concrete to be 4,000 PSI, 4" slump with air and fibers. The forms to have chambers on all corners.
- d. Curing Stage/Concrete Pad: Offeror will allow a two-day curing time for the posts.
- e. Line Post distance an average of 10 feet. Depending on the terrain.

C. Gates and Gate Fittings

This gate is intended to be a recessed manually operated gate that allows for 2-3 vehicles to pull off the County access road for vehicle storage. Final spacing will be determined in the field in consultation with the Chapter staff and CPMD.

- a. 1 – 6'H x 24'W (2-12' gates) Commercial Double Gate, All 1-5/8" Frame, HF20 Galvanized
- b. 1 – 6'H x 12'W (2-6' gates) Commercial Double Gate, All 1-5/8" Frame, HF20 Galvanized
- c. 8 - Butt Hinge (4" Post, 1-5/8" Gate Frame) – Malleable
- d. 2 – Drop Rod Latch for Double Chain Link Gates (Complete Set – 1-5/8")

D. Other Considerations:

- a. Material:
 - i. All final products shall be submitted to the CPMD for approval;
- b. Delivery and Storage:
 - i. Delivery of Materials shall be delivered to project site with manufacturers' tags and labels intact;
 - ii. Gates and fence material shall be stored in a manner to prevent any damage such as warping, etc.; and
 - iii. Handling shall be conducted in a manner to prevent damage during loading and unloading of components.
- c. Examination:
 - i. Ensure property line and legal boundaries of work are clearly established (An allowance is included in the proposal form for re-staking property boundaries);
- d. Preparatory Work:
 - i. Contact utility locator service to confirm location of existing utilities and appropriate agency to confirm location of right-of-way;
 - ii. Prior to erection of fence, conduct the appropriate grading, clearing, and grubbing; and
 - iii. Relocate fence alignment to clear conflicts as directed.
- e. Safety and Traffic Control: The appropriate safety barriers, flagging, and traffic control shall be placed around the perimeter of the work area (An allowance is included in the bid schedule for safety and traffic control as determined necessary by the Chapter).

- f. Punchlist:
 - i. A substantial inspection will be conducted, and a punch list will be created to ensure completion of this project; and
 - ii. All corrections to be made prior to for final walk through.
- g. Warranty
 - i. Manufacturer’s standard warranty shall cover panels, posts, and gates against failure and rust from normal use for a period of five (5) years from date of installation; and
 - ii. Labor warranty shall be for a period of one (1) year from date of final inspection and acceptance of the project.
- h. Cleanup:
 - i. The project site shall have debris removed at the end of each working day;
 - ii. At the conclusion of the project, the site will be cleaned up of any foreign material and all visible tracks from equipment will be rehabilitated and leveled; and
 - iii. All debris removed from project site will be disposed of in a legally acceptable manner and is incidental to the bid schedule.

V. SUBMITTAL REQUIREMENTS / EVALUATION

1. GUIDELINES

The following guidelines shall be adhered to by offerors for consideration in the selection process of offeror to perform the services for the project described. Proposals, which do not include ALL of the listed information may be considered incomplete and non-responsive and may not be considered by the selection committee.

2. MANDATORY SUBMITTAL REQUIREMENTS

A. Submittal Letter – Proposals must be accompanied by a submittal letter. The submittal letter must:

- Identify the submitting business. State the name and address of the organization’s firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit). Subcontractor(s) if any must be identified in a similar manner;
- Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- Identify the names, title, and telephone numbers of persons to be contacted for clarification questions regarding the RFP;
- Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Sections II of this RFP;
- Be executed (signed) by a person authorized to contractually obligate the offeror; and
- Acknowledge receipt of any and all addendums to this RFP.

B. Response to Scope of Work (Section IV)

- C. Response to Proposal Evaluation (Section V)
- D. Proof of General Contract Licensing (According to Sections II)
- E. Navajo Nation Contract and Purchase Certification - Certificate of Eligibility, if applicable
- F. Navajo Nation Corporation Code – Certificate of Good Standing, if applicable
- G. Navajo Nation Limited Liability Company Act – Certificate of Authority, if applicable
- H. Navajo Nation Affidavit of Non-Collusion Form (Attachment E)
- I. Navajo Nation Certificate of Debarment and Suspension (Attachment F)
- J. Current IRS W-9, completed and executed (Attachment G)
- K. Cost Proposal in a separate Sealed Envelope labeled: CROWNPOINT CHAPTER COMMUNITY CEMETERY PERIMETER FENCE COST PROPOSAL
 - a. Cost proposal is **required** to utilize the provided proposal Schedule (Attachment B). **No other format will be allowed for the cost proposal.**

3. EVALUATION CRITERIA

Selection will be based on Proposals only.

A maximum total of 100 points are possible in scoring the qualifications of each proposal.

A brief explanation of each evaluation category is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category. The evaluation criteria to be used for the purpose of selection by the Selection Committee for the proposal and the corresponding point values for each criterion as are follows:

1. **Staff Experience and Team Qualifications:** Provide information about the team's specific technical experience with similar projects that demonstrates competence to successfully complete the project. Include the resume for the supervisor or superintendent who will be assigned to this project. **30 POINTS**
2. **Understanding of Scope and Site Conditions:** Evidence of understanding the scope of work and existing site conditions should be demonstrated in a narrative or bullet format. The primary intent of this evaluation factor is to determine that the offeror has taken into consideration certain site conditions for the completion of the project. **30 POINTS**
3. **Proposed Product Specifications:** Provide information, including any cut sheets,

product specifications, pictures, and installation requirements for the fence material and posts the offeror is proposing for this project. – **20 POINTS**

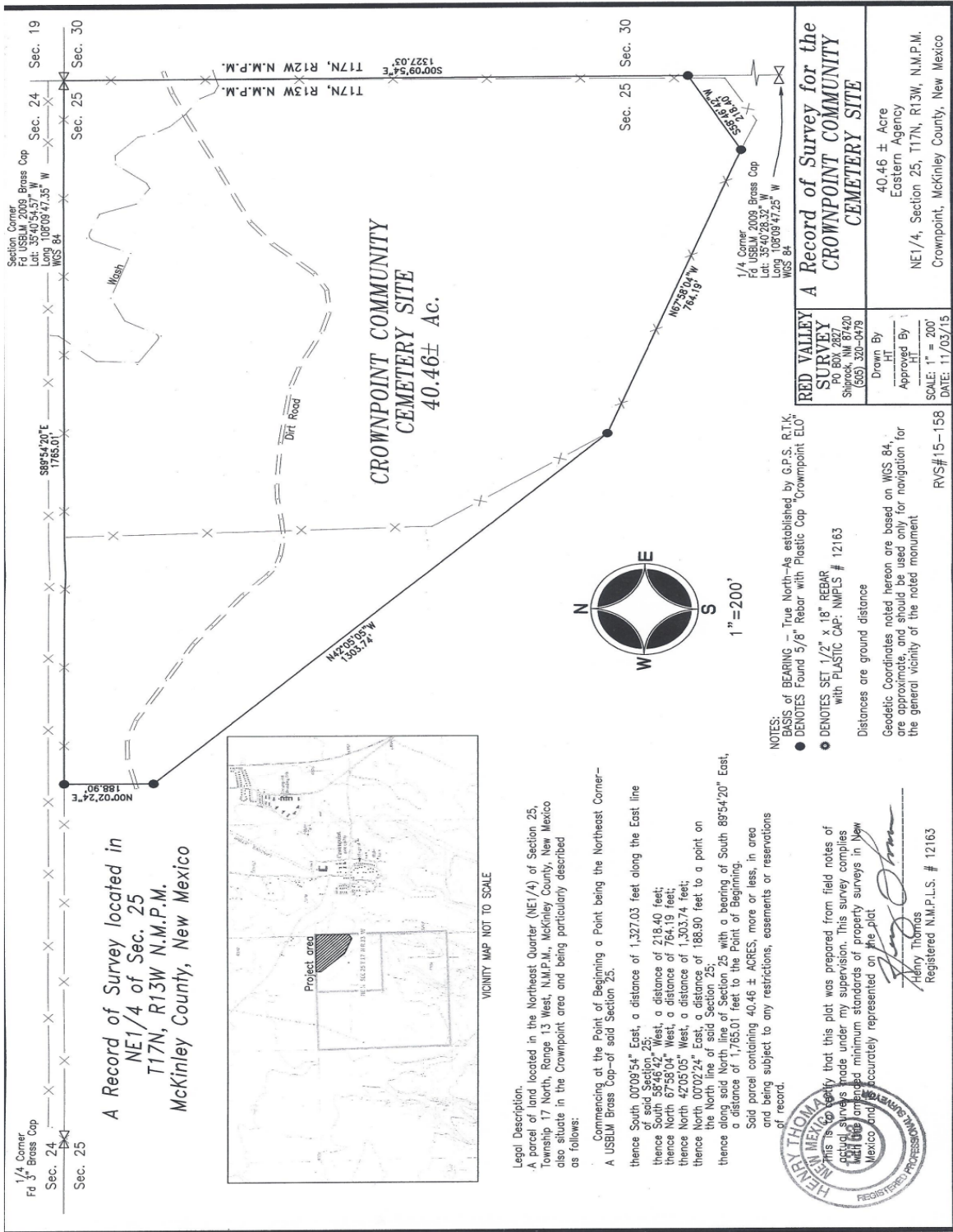
4. **Schedule:** Indicate proposed work schedules and milestones, with completion methods and strategies taken into consideration. Emphasis on the offeror(s) resources shall be carefully considered. – **20 POINTS**

VI. ATTACHMENT SUMMARY

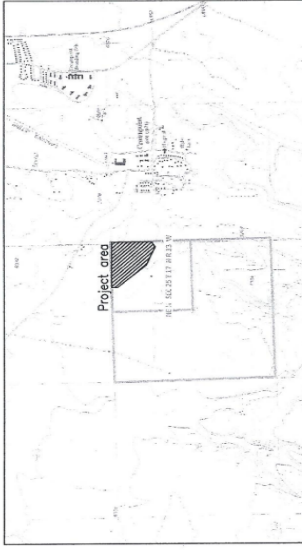
The following attachments are provided with this RFP:

- Attachment A – Legal Boundary Survey
- Attachment B – Site Plan
- Attachment C – Bid Schedule (Required for Submittal)
- Attachment D – Acknowledgement of Receipt Form (Required for Submittal)
- Attachment E – Navajo Nation Affidavit of Non-Collusion (Required for Submittal)
- Attachment F – Navajo Nation Debarment and Suspension (Required for Submittal)
- Attachment G – March 2024 IRS W9 Form
- Attachment H – Navajo Nation Contractor Affidavit of Responsibility for Sub-Contractors

Attachment A – Legal Boundary Survey



A Record of Survey located in
NE 1/4 of Sec. 25
T17N, R13W N.M.P.M.
McKinley County, New Mexico



Legal Description:
A parcel of land located in the Northeast Quarter (NE 1/4) of Section 25, Township 17 North, Range 13 West, N.M.P.M., McKinley County, New Mexico also situate in the Crownpoint area and being particularly described as follows:
Commencing at the Point of Beginning a Point being the Northeast Corner—
A USBLM Brass Cap—of said Section 25.
thence South 07°09'54" East, a distance of 1,327.03 feet along the East line of said Section 25;
thence South 58°46'42" West, a distance of 218.40 feet;
thence North 67°58'04" West, a distance of 764.19 feet;
thence North 42°05'05" West, a distance of 1,303.74 feet;
thence North 07°02'24" East, a distance of 188.90 feet to a point on the North line of said Section 25;
thence along said North line of Section 25 with a bearing of South 89°54'20" East, a distance of 1,765.01 feet to the Point of Beginning.
Said parcel containing 40.46 ± ACRES, more or less, in area and being subject to any restrictions, easements or reservations of record.

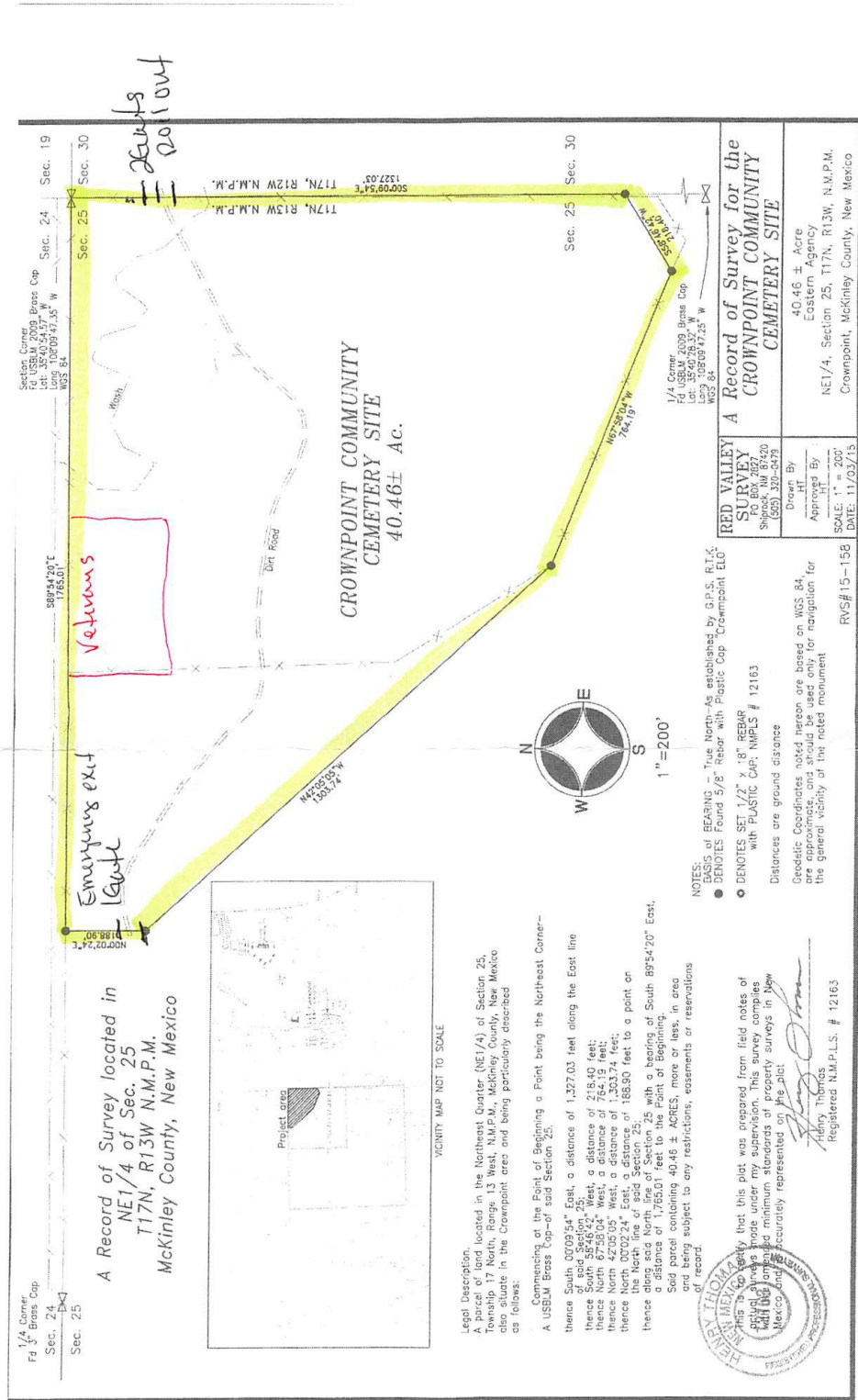
NOTES:
BASIS of BEARING — True North—As established by G.P.S. R.T.K.
● DENOTES Found 5/8" Rebar with Plastic Cap "Crownpoint ELO"
* DENOTES SET 1/2" x 18" REBAR with PLASTIC CAP; NMPLS # 12163
Distances are ground distance
Geodetic Coordinates noted hereon are based on WGS 84, are approximate, and should be used only for navigation for the general vicinity of the noted monument
RVS# 15-158

RED VALLEY SURVEY RD BOX NO. 37420 SPOKANE, WA 99200 (509) 320-0479	Drawn By HT Approved By HT SCALE: 1" = 200' DATE: 11/03/15
A Record of Survey for the CROWNPOINT COMMUNITY CEMETERY SITE	
40.46 ± Acre Eastern Agency	
NE 1/4, Section 25, T17N, R13W, N.M.P.M. Crownpoint, McKinley County, New Mexico	

This is to certify that this plat was prepared from field notes of actual surveys made under my supervision. This survey complies with the organized minimum standards of property surveys in New Mexico and is accurately represented on the plat.

Henry Thomas
Henry Thomas
Registered N.M.P.L.S. # 12163

Attachment B – Site Plan



—: fence line

Alaron E. White, Jr.
01-3-25

Attachment C – Bid Schedule



NAVAJO NATION DIVISION OF
COMMUNITY DEVELOPMENT

BID # 25-01-3572GC

Schedule of RFP Activities:

- | | |
|--|----------------------------------|
| A. Advertisement Date | February 07, 2025 |
| B. Non-Mandatory Pre-Proposal Meeting | February 13, 2025 @ 1:00 PM (MT) |
| C. Deadline to Submit RFP Questions | February 20, 2025 @ 5:00 PM (MT) |
| D. Deadline to Submit Acknowledgement of Receipt Form: | |
| | February 21, 2025 @ 5:00 PM (MT) |
| E. Response to Questions & Issue of Addendum | February 25, 2025 @ 5:00 PM (MT) |
| F. Deadline for RFP Submittal | February 28, 2025 @ 3:00 PM (MT) |
| G. Award of Contract / NTP TBD | |

Attachment D – Acknowledgement of Receipt Form

EXHIBIT D-ACKNOWLEDGEMENT OF RECEIPT FORM

CAPITAL PROJECT MANAGEMENT DEPARTMENT
OF COMMUNITY DEVELOPMENT

In acknowledgement of receipt of this Request For Proposals (RFP), the undersigned agrees that he/she has received a complete copy.

The acknowledgement of receipt should be signed and returned to the project manager, prior to submitting a RFP proposal. 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: _____

REPRESENTED BY _____

TITLE: _____

PHONE NO.: _____

E-MAIL: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP CODE: _____

SIGNATURE: _____

DATE: _____

Return Form To:

Ricky Begay, Engineering Technician (Email: rickyrbegay@nmdcd.org)
Capital Project Management, Department of Community Development

Attachment E – Navajo Nation Affidavit of Non-Collusion

NAVAJO NATION CONTRACTOR AFFIDAVIT OF NON-COLLUSION

For _____ (service type) for the _____ (name) Project, located in the _____ (location) of the Navajo Nation, state of _____, County of _____.

_____, (Affiant name), being first duly sworn, hereby deposes and says that:

- 1. He/she is the _____ (job title) of _____ (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
a. fix any price or fee relating to any Proposal, Statement of Qualification, or Bid of said Entity or of any other entity, bidder, or person, or
b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

NOTARY:

Signature of Affiant
Printed name of Affiant
Title of Affiant
Name of Entity
Address of Entity
Entity Employer Identification Number (EIN)

Subscribed and Sworn before me this ____ day of _____, 20____
Notary Signature _____
My Commission expires _____

Attachment F – Navajo Nation Debarment and Suspension

**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

Attachment G – W-9 form

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	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.

Social security number	
or	
Employer identification number	

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment H – Navajo Nation Contractor Affidavit of Responsibility for Sub-Contractors

AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

for Indefinite Delivery / Indefinite Quantity On-Call Professional Planning, Architectural, Engineering, and Project Management Services for the Navajo Nation Division of Community Development located in Window Rock, Arizona of the Navajo Nation.

State of _____) ss.
County of _____)

Affiant: _____, being first duly sworn hereby deposes and says:

1. that he/she is the _____ of _____, the Business Entity that has
owner, partner, officer, representative, agent company, firm, partnership, etc.
submitted to the Navajo Nation a Proposal, Statement of Qualifications (SOQ) or Bid for the above-named Project;
2. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. that, if said Entity is selected for a Contract Award from the Navajo Nation, said Entity shall serve as the Prime Contractor under such Contract, and as of the date of signature below said Entity intends to use the subcontractors listed on "Exhibit A" attached hereto, in its performance under such Contract for the above-named Project;
4. that none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the Federal Government, any State Government, the Navajo Nation, or from any other Tribal Government in the U.S.;
5. that none of the subcontractors listed are the subject of any imminent debarment or suspension, or any other imminent determination of ineligibility from the Federal, any State, Navajo Nation, or other Tribal Government;
6. no such subcontractors are currently, or have been within the past ten (10) years, under any criminal indictment or under any civil complaint or charge by the Federal, any State, Navajo Nation, or other Tribal Government, for fraudulent activities, forgery, falsification, theft, bribery, destruction of records, obstruction of justice, receiving stolen property, or other offense related to the receipt or administration of a government contract;
7. no subcontractors have had a contract with such Government terminated, either for cause or convenience
8. that the Entity named in Line 1 herein shall assume all legal responsibility for the work of all such subcontractors on the Project, and shall perform all subcontractors' duties as necessary, or shall replace any subcontractor as necessary, in order to guarantee successful completion of all Contract duties for the Project;
9. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

Affiant acknowledges and agrees that, if any statement herein is determined to be false or misleading, such will be grounds for immediate termination of the subject Contract or Agreement with the Navajo Nation, and that the Navajo Nation may pursue appropriate legal remedies related to such termination and any false or misleading statements.

signature of Affiant: _____

printed name of Affiant: _____

title of Affiant: _____

name of Business Entity: _____

type of Entity (LLC, Partnership, etc.): _____

address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____

day of _____, 20____.

Notary Signature _____

My commission expires _____, 20____.

BID NO. 23-04-3001GC