

REQUEST FOR PROPOSAL NO. CPMD 2025-06-10 (Bááháálí Chapter) BID REFERENCE #25-06-3723SB

CONSTRUCTION SERVICES FOR BÁÁHÁÁLÍ CHAPTER HOUSE KITCHEN RENOVATION



Division of Community Development Capital Project Management Department



REQUEST FOR PROPOSALS

OVERVIEW ON REQUEST FOR PROPOSAL

The Navajo Nation Division of Community Development(DCD), Capital Projects Management Department (CPMD) on behalf of the Bááháálí Chapter House in Bááháálí, New Mexico, invites qualified contractors to submit proposals for the renovation of its Chapter House Kitchen. This Request for Proposals (RFP) accounts for a preliminary evaluation of the offeror(s) qualifications, proposed scope of work, site knowledge, and project timeline. The Navajo Nation reserves the right not to award a contract under this RFP and may issue a new RFP for the same services at its discretion.

PROPOSAL DOCUMENTS

Proposal Documents include the Request for Proposals, the Proposal Form, Scope of Work, other proposing and contract forms including any addenda issued prior to receipt of proposals. The Contract Documents proposed for the Work consists of the Owner-Contractor Agreement, the Conditions of the Contract (General Supplementary and other conditions), the Scope of Work and all Addenda issued prior to and all Modifications issued after execution of the Contract.

SECURING DOCUMENTS

Contract Documents will be sent out by CPMD/ Project Manager and sent by email. **No Mandatory Pre-Proposal Conference for this project.** General Contractors are encouraged to visit the Bááháálí Chapter House. Contact Gloria Skeet, CSC; 1(505) 778-5796 to set up a meeting date and time.

EXAMINATION

Before submitting a proposal, proposers shall carefully examine the scope of work documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the Contract. The proposer, if awarded the Contract, shall not be allowed additional compensation because of lack of examination. Proposal submission will be considered conclusive evidence that proposer made such examination.

SCHEDULE OF RFP ACTIVITIES

Advertisement Date	June 13, 2025
• Deadline to Submit Acknowledgement of	
Receipt Form	June 26, 2025
Deadline to Submit RFP Questions	June 26, 2025
Deadline for RFP Submittal	June 27, 2025
Proposal Opening Evaluations	June 30, 2025
• Final Selection and Notice of Award	July 2, 2025

The Request for Proposals (RFP) is issued by the Capital Projects Management Department (CPMD) on behalf of the Bááháálí Chapter, in accordance with Navajo Nation laws and regulations. CPMD is the sole entity authorized to reproduce or distribute this RFP. By participating, the Offeror agrees to maintain the confidentiality of all related materials and information, limiting access strictly to personnel on a need-to-know basis within its organization. No materials may be copied, shared, or disclosed to any external party without the prior written consent of the Owner, CPMD.

ACKNOWLEDGEMENT OF RECEIPT FORM

The Acknowledgement of Receipt Form must be signed and submitted via email to the Procurement Officer no later than **June 26, 2025**, in order to be included on the procurement distribution list. This list will be used to distribute written responses to inquiries and any applicable RFP addenda. The form must also include the email address of the designated individual authorized to receive such communications.

DEADLINE TO SUBMIT QUESTIONS

All questions regarding this RFP must be submitted in writing to the Procurement Officer no later than **5:00 PM (local time in Window Rock, AZ) on June 26, 2025**. Written responses to all submitted questions, along with any RFP amendments, will be issued in writing to all parties who have submitted a completed Acknowledgement of Receipt Form.

SUBMISSION OF PROPOSALS

All Offeror submittals must be received no later than **4:00 PM (MST) on June 27, 2025** for review and evaluation. Submittals received after this deadline will not be accepted or considered. Submittals must be addressed and delivered to the Navajo Nation Division of Community Development (DCD), 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.

Proposal submittals must be **sealed** and clearly labeled on the outside of the package to indicate the Offeror's **Navajo Nation Priority status**, if applicable, along with the following statement: **"DO NOT OPEN – Submittal of Proposals, BAAHAALI CHAPTER HOUSE KITCHEN RENOVATION."** Submittals sent by facsimile or any other electronic method will **not** be accepted.

STANDARD CONTRACT

The Navajo Nation reserves the right to include contract provisions based on applicable Navajo Nation, federal, state, and local laws and regulations in the final contract document.

AMENDED SUBMITTALS

An Offeror may submit an amended proposal prior to the proposal submission deadline. The amended proposal must fully replace any previous submission and be clearly identified as such in the transmittal letter. The Procurement Officer will not collate or assemble proposal documents on behalf of the Offeror.

OFFEROR'S RIGHT TO WITHDRAW PROPOSAL

To withdraw a proposal, the Offeror must submit a written request, signed by an authorized representative, prior to the proposal submission deadline. Offerors may withdraw their proposals at any time before the deadline.

PROCUREMENT OFFICER CONTACT

Leonard Hardy, Senior Programs & Projects Specialist Capital Projects Management Department Navajo Nation Division of Community Development

P.O. Box 1510 Window Rock, AZ 86515 Email: leonard hardy@nndcd.org

Ricky Begay, Project Manager Capital Projects Management Department Navajo Nation Division of Community Development P.O. Box 1510 Window Rock, AZ 86515 Email: <u>rickyrbegay@nndcd.org</u>

INQUIRIES, ADDENDA

Should a proposer find discrepancies in, or omissions from the scope of work-related documents, or should they be in doubt to their meaning, the offeror shall at once notify the Project Manager, Capital Project Management Department, Window Rock, Arizona, who will send a written addendum to all proposers. Neither Owner nor Project Manager will be responsible for oral instruction or information. Questions received less than 48 hours before the proposal date cannot be answered.

Any Addenda issued by the Project Manager during the time of proposing are to be included in the Proposal, and will become a part of the contract. Acknowledge Receipt of Addenda on the Proposal Form in space provided.

SUBSTITUTIONS OF MATERIALS:

Submit material submittals to the Project Manager for approval prior to installation. No substitutions will be considered after submittals have been approved.

COST INCURRED

The Procuring Party shall not be liable for any costs incurred by the Offeror in the preparation of a proposal or for any expenses incurred prior to the execution of a signed contract resulting from this RFP.

BID GUARANTEE

Bid Bond/ Bid Guarantee shall be required for all construction related contracts. Bid security shall be in an amount equal to at least ten percent (10%) of the proposal amount.

All proposals over \$ 50,000.00 shall require a 10 percent bid bond at the submittal of proposal.

PROPOSALS

Proposals must be made upon the "PROPOSAL FORM" provided, all blank spaces filled, the signature shall be longhand and the completed form shall be without alterations or erasures. Where a proposer is a corporation, the proposal must be signed by the legal names of the corporation, followed by the name of State of Incorporation and the legal signature or an office authorized to bind the corporation to a contract.

Proposals shall be made out to the order of the Owner and delivered in an enclosed sealed envelope, marked "BAAHAALI CHAPTER HOUSE KITCHEN RENOVATION, DO NOT OPEN", shall bear the name of the proposer and the proposer's address as it appears in the Navajo Nation Business Regulatory

Source List- Latest Edition. Provide Navajo Nation Business Regulatory priority number assigned to the firm on OUTSIDE of the envelope.

Proposer agrees to commence work on this Project on or before the date specified in the Notice-to-Proceed and to show evidence he is able to complete the work fully within 365 consecutive calendar days thereafter.

All proposals shall remain firm for a period to approval of the Navajo Nation 164 contract approval process. Contractor shall be beginning construction within thirty (30) days after the contract NN164 approval.

Proposals may not be modified after submittal. Proposers may withdraw proposals at any time before the proposal opening, but may not resubmit them. No proposal may be modified or withdrawn after the proposal opening.

All applicable permits, deposits, fees, federal, state, and tribal taxes shall be included in the proposal. The Owner reserves the right to reject any or all proposals or to waive any informalities in any proposals.

RANKING SHEET FOR GENERAL CONTRACTORS

For Contractor proposals, proper objective criteria for the determination of responsive proposals must be listed, and all contractors who submitted proposals must be ranked accordingly. 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. The contractor selected for the contract must be as least minimally qualified (i.e., a responsive proposal) and should be a Priority No. 1 or No. 2 certified firm. If no Priority 1 or Priority 2 firms have submitted a responsive proposal, then the non-Navajo firm selected must have the lowest price of all responsive proposals submitted by non-Navajo firms.

No.	Ranking items					
1	Response to the Scope of Work					
2	Response to Proposal Evaluation					
3	Business Priority Number One					
4	State License required in the State of Project Location.					
5	List of Sub-Contractors					
6	Current W-9 Form					
7	Certification of Debarment and Suspension					
8	For proposals exceeding \$50,000, a bid security equal to 10% of the proposal amount is required.					
9	Addendum – where required					
10	Cost Proposal					
	Base Proposal \$					
	Alternative Proposal \$					
	Total Cost of Proposal \$					

The following point criteria will be used by the Proposal Committee in the selection process for the contract award. Proposals will be evaluated to determine the best contractor.

Evaluation Criteria	
1. Response to the Scope of Work	20
2. Response to the Proposal Evaluation	20
3. Business Priority Number	10
4. State License	5
5. List of Sub-Contractors	5
6. Current W-9	5
7. Certification of Debarment & Suspension	5
8. Bid Bond	5
9. Addendum	5
10. Cost Proposal	20
Total Score	100

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

WAIVER OR LIENS

The Contractor is responsible for the payment of all labor and material costs incurred by themselves and any subcontractors on this Project. The Contractor shall also provide the Owner with duplicate copies of Waivers of Lien from themselves and each subcontractor, if any. At the time of submission, the Contractor must certify that the waivers cover all applicable subcontractors

COMPLIANCE WITH LAWS AND REGULATIONS

Proposers are advised of applicable statutes and regulations concerning worker safety, hours of work, workers' compensation insurance, prevailing wage rates, labor preferences and prohibitions, antidiscrimination requirements, and other laws affecting the proposed work. Compliance with all relevant municipal regulations, rules, and ordinances is also required.

- 1. Preference: In performing the work, the Contractor shall comply with all applicable laws, rules, and regulations of the Navajo Nation, including without limitation, the Navajo Preference in Employment Law, 15 N.T.C., Section 601 et seq. (the "NPEA") and the Navajo Nation Business Preference Law, 5 N.T.C., Section 201, et seq. (the "NNBPL"). The terms and provisions of the NPEA and NNBPL are specially incorporated in, and become a part of, the contract and breach by the Contractor of any terms and provisions of such laws shall constitute a breach of this agreement and provide grounds for the suspension or termination of the Agreement of other appropriate remedy as specified in the NPEA and NNBPL.
- 2. Labor Standards: In accordance with the policy of the Navajo Nation to Pay Pre-Determined rates on Tribal Contract Construction, the determined wage scale of the contract work provides that all labor and mechanics employed by the project be paid wages at rates not less than those prevailing. A current wage is available from Navajo Nation Office of Labor.

CONTRACTOR'S LICENSE

If the services proposed are ones for which licensure by the State of Arizona or another agency is required, state license or membership number (e.g., Professional Architect, Professional

Engineer, General Contractor) shall be provided. Contractor shall have and maintain a State Contractor's license throughout the project.

The Owner or their authorized representative, interprets the intent of this section to be for the regulation of the conduct of those engaged in the business of contractor so as to discourage certain bad practices which might be indulged into the detriment of the public and to protect the Navajo Nation against unscrupulous and unqualified persons purporting to have the capacity, knowledge, and qualifications of a Contractor.

ACCESS TO RECORDS

The Owner may, within 10 days written notice shall have access to all books, records, and papers of the Contractor and Subcontractors pertinent to their contract for a period of not less than three years after completion of the project.

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.

TERMINATION

The Owner may, within 10 days written notice to the Contractor, terminate the contract documents for any of the following reasons:

- 1. The Contractor defaults in performance of any provisions under the contract.
- 2. The Contractor fails to carry out the construction in accordance with the provisions of the contract.

In such event, the Owner may assume the responsibility of performing the terminated work, by contract or otherwise, and may take possession of and utilize in completing the work such material, appliances, plant and equipment that may be on the site of the work. Damages, if any, are to be determined in accordance with General Conditions and Supplementary Conditions. Final payment to the Contractor for unpaid work, if any, will be made on the basis of the submission of a final periodical estimate by the Contractor. The final payment due, if any, will be subject to the documentation of the claimed work.

The Contractor may on 30 days written notice to the Owner, terminate the contract with the Owner before the specified completion date when for a period of 30 days after a progress payment is due, through no fault of the Contractor, the Owner fails to make payment.

INSURANCE REQUIREMENTS

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. <u>The Navajo Nation shall be named as additional insured for general and auto liability</u> <u>coverages only.</u>

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.

PERFORMACE AND LABOR BONDS

For Construction Contracts awarded in the amount of \$50,000 or more, the following bonds must be submitted to the procuring party.

- 1. 100% Performance Bond- Is a surety bond issued by an insurance company or a bank to guarantee satisfactory completion by a contractor.
- 2. 100% Payment Bond- A Payment Bond is a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the project will be paid.

Scope of Work

Bááháálí Chapter House Kitchen Renovation By Leonard Hardy and Gloria Skeet, CSC Navajo Nation Capital Projects Management Department Field-verify all equipment prior to ordering and installation.

PROJECT DETAILS:

- Project Location: Bááháálí Chapter House in Bááháálí, New Mexico.
- Renovation: CPMD met with the Bááhááí CSC to plan the project, draft a Scope of Work, and identify necessary equipment for this project.
- Scope of Services Requested: Chapter House Kitchen Renovation and Equipment Installation.

SCOPE OF WORK:

Remove the existing kitchen cabinets to create space for two separate storage rooms accessible from the hallway. Construct a new 2x4 partition wall within the Kitchen Room. Install two individual doors with hollow metal (HM) frames to access each storage room. Renovate and enlarge the existing Janitor Room as part of the remodel.

BASE PROPOSAL

- 1. INTERIOR KITCHEN
 - a. Remove the designated base, soffit, and wall cabinets.
 - b. Remove the vinyl base and sheetrock from both sides of the designated wall.
 - c. Remove ceiling sheetrock in the affected area.
 - d. Remove the floor tiles and vinyl base in the affected area.
 - e. Remove electrical receptacles, light switches, and associated branch circuits in the affected areas.
 - f. Remove the door and frame.
 - g. Relocate the refrigerator to a pass-through location.
- 2. CHAIR STORAGE ROOM
 - a. Relocate one existing ceiling light fixture to the north side, positioned away from the new 2x4 partition wall. Reconnect the fixture to the existing lighting and power circuit.
 - b. Construct a new 2x4 partition wall in the kitchen. Finish with new sheetrock, tape, texture, and paint. Final paint color to be selected by the Owner. Install a new vinyl wall base.
 - c. Provide two interior entry doorways as directed by Gloria Skeet, Chapter CSC. Install door frames, doors, hinges, and locking hardware. Include room identification signs for each doorway.
 - d. Install new floor tiles and vinyl base in the new storage rooms and the kitchen area,
 - e. Provide and install a new 16-gauge stainless steel table, measuring 60" x 24".

3. WALL BETWEEN KITCHEN AND MEETING ROOM

- a. Remove sheetrock as needed to expose electrical circuits designated for removal.
- b. Remove the existing large pass-through window.
- c. Remove the base cabinet along this wall.
- d. Remove both doors and their frames.
- e. Install a new 4' wide roll down window.
- 4. STORAGE ROOM
 - a. Provide new 36" x 16" metal shelving units in each storage room.
 - b. Install a new surface-mounted light fixture and light switch in the storage room. Connect to a nearby unswitched branch circuit.
- 5. JANITOR'S ROOM

- a. Install a new surface-mounted light fixture and a corresponding wall-mounted light switch.
- b. Install a new floor sink and a wall-mounted faucet with a support brace, along with a new mop holder. Provide and install Fiberglass Reinforced Plastic (FRP) wall panels around the mop sink, extending to a height above the mop holder bracket.
- c. Remove and replace existing floor tile and vinyl base with new materials.
- d. Provide a new exhaust fan.

ALTERNATE BID

If additional funds are available, the following scopes of work will be incorporated into the renovation procurement. Provide Cost Estimates for each item.

- 1. Chapter House Assembly Room new chair and table storage rooms.
 - a. Construct a new room with interior dimensions of 12' x 8' and 8' ceiling height.
 - b. The room shall have an open ceiling.
 - c. Use new 2x4 wood framing for the wall construction.
 - d. Provide and install two 3' wide hollow-core doors, each equipped with a door lever lockset. Furnish two sets of keys to the Owner.
 - e. Install new sheetrock on both sides of the new walls; tape, texture, and apply two coats of paint to both interior and exterior of wall surfaces.
 - f. Install a new vinyl baseboard along the interior wall.
 - g. Provide hollow metal door frames and apply two coats of paint, with color to be specified by Chapter CSC.
 - h. Provide and install two metal racks for chair storage as specified in the attached specification sheet.

QUALITY ASSURANCE

Ensure that all work meets local building codes and regulations. Regular inspections will be conducted to ensure the quality and safety of the installation.

CONCLUSION

The successful completion of this renovation project will provide Bááháálí Chapter with a fully functional Kitchen for meetings and events. Clear communication and adherence to the defined scope of work will ensure the project is completed on time and within budget.

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. Response to the Scope of Work
- b. Response to Proposal Evaluation
- c. Business Priority Number
- d. Proof of General Contract Licensing
- e. List of Sub-Contractors
- f. Navajo Nation Certificate of Debarment and Suspension
- g. Current IRS W-9, completed and executed
- h. For proposals exceeding \$50,000, a Bid Security equal to 10% of the total proposal amount is required.
- i. Addendum where required
- j. Cost Proposal in a separate Sealed Envelope labeled: BAAHAALI CHAPTER HOUSE KITCHEN RENOVATION COST PROPOSAL

PROPOSAL FORM

TO : THE NAVAJO NATION Herein after called "OWNER"

The undersigned, having examined the proposed Contractor Documents titled:

BAAHAALI CHAPTER HOUSE KITCHEN RENOVATION McKINLEY COUNTY, NEW MEXICO

Having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment and appliances, and to perform operations necessary to complete the Renovation Work. The aforementioned Work will be identified as "Base Proposal", for the stipulated sum in both words and figures. (In case of discrepancy, the amount in words will govern.)

BASE PROPOSAL:

(\$).

(\$).

Where additional funds are available, the listing from the scopes of work as alternate proposals shall be added and presented here.

Alternate Proposal:

Number of Calendar days; 365 from issue of a Notice to Proceed.

Proposers acknowledge receipt of the following Addendum(s):

 Addendum No.
 Dated

 Addendum No.
 Dated

I understand the Owner reserves the right to reject this proposal, but that this proposal shall remain open and not be withdrawn.

If written acceptance of this proposal is mailed or delivered to the undersigned after the date for opening of this proposal, the undersign will accept and return the Letter of Acceptance to the Owner in accordance with this proposal as accepted and will also agree and deliver to the Owner proof of Insurance coverage proposal delivery in the mail of the notification of acceptance of this proposal.

Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

IMPORTANT NOTICE: If proposer or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; of a partnership, give name

of firm and names of all individuals, co-partner composing of firms; if proposer or other interested person is an individual, give first and last names in full.

SIGN HERE:

SIGNATURE OF PROPOSER: _____

NOTE: If proposer is a corporation, set forth the legal name(s) of the corporation together with the signature of the officers authorized to sign contracts on behalf of the corporation. If proposer is a partnership, set forth the name(s) of the partnership.

BUSINESS ADDRESS:

TELEPHONE NUMBER:

DATE OF PROPOSAL:

ATTACHEMENT A

EXHIBIT A-ACKNOWLEDGEMENT OF RECEIPT FORM

CAPITAL PROJECT MANAGEMENT DEPARTMENT OF COMMUNITY DEVELOPMENT

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

The acknowledgment 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:	3
REPRESENTED BY	
TITLE:	
PHONE NO.:	
E-MAIL:	
FAX NO.:	
ADDRESS:	
CITY:	STATE:
ZIP CODE:	
SIGNATURE:	
DATE:	
Return Form To:	

Leonard Hardy, Senior Programs & Project Specialist (Email: leonard_hardy@nndcd.org) Ricky Begay, Project Manager (Email: rickyrbegay@nndcd.org) Capital Project Management, Department of Community Development

BÁÁHÁÁLÍ CHAPTER HOUSE KITCHEN RENOVATION BID# 25-06-3723SB ATTACHEMENT B

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
 - 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

Navajo Nation Debarment, Suspension, and Eligibility Form – NNDOJ/TFU.14Jul22 Page 2 of 2

ATTACHEMENT C

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service Go to www.irs.gov/FormW9 for instructions and the latest information.							re	eque	orm ster. to the	Do	not			
Befor	e yo 1		guidance related to the purpose of Form W-9, see <i>Pur</i> individual. An entry is required. (For a sole proprietor or disre		wner's na	ame d	on line	e 1. an	d ent	er the	busir	ness/di	sreda	rded
	-	entity's name o		garded only, onto all e	whor 5 he		лт шт	5 1, ui	u one		Duon	iosor di	oroga	lucu
	2	Business name	/disregarded entity name, if different from above.											
only one of the following seven boxes. certain see ins Individual/sole proprietor C corporation S corporation Partnership Trust/estate						tions (codes apply only to e entities, not individuals; structions on page 3): vayee code (if any)								
Print or type. c Instructions		classificatio	k the "LLC" box above and, in the entry space, enter the appr n of the LLC, unless it is a disregarded entity. A disregarded ∈ tax classification of its owner. nstructions)				iate	Con		nce Ad		eign Ao TCA) re		
Pr Specific I	Зb	and you are pr	checked "Partnership" or "Trust/estate," or checked "LLC" a oviding this form to a partnership, trust, or estate in which y ave any foreign partners, owners, or beneficiaries. See instru	you have an ownership				Ų				nts mai ted Sta		ed
See	5	Address (numb	er, street, and apt. or suite no.). See instructions.		Request	ter's i	name	and a	ddres	ss (opt	tional)			
	6	City, state, and	ZIP code											
			mber(s) here (optional)											
Par	tl	Taxpay	er Identification Number (TIN)	290 MAX 10		6 au	نما م	ecurity						
backu reside	pw nta s,it	ithholding. For lien, sole prop is your employ	propriate box. The TIN provided must match the name individuals, this is generally your social security numl rietor, or disregarded entity, see the instructions for P yer identification number (EIN). If you do not have a nu	ber (SSN). However, f Part I, later. For other	ora eta	or					_			
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.				ition n	ton number									
Part II Certification											<u> </u>			
S		the second se	ry, I certify that:											
1. The 2. I an Ser no I	nui n no vice ong	mber shown or t subject to ba (IRS) that I am er subject to b	n this form is my correct taxpayer identification numb- tokup withholding because (a) I am exempt from back a subject to backup withholding as a result of a failure packup withholding; and	up withholding, or (b)	I have n	ot b	een r	notifie	d by	the l	ntern			
			other U.S. person (defined below); and ntered on this form (if any) indicating that I am exempt	t from EATCA reportir	a ie con	rect								
Certifi becau acquis	i cat i se y	io n instruction ou have failed ⁻ n or abandonm	s. You must cross out item 2 above if you have been not to report all interest and dividends on your tax return. For ent of secured property, cancellation of debt, contributit vidends, you are not required to sign the certification, b	otified by the IRS that y or real estate transactions to an individual ret	ou are c ons, item irement a	urrer 2 do arran	bes n igem	iot app ent (IF	oly. F IA), a	For mo	ortgag Jenera	ge inte ally, pa	erest ayme	nts
Sign Here	r	Signature of U.S. person		Ľ	Date									
Gei	ne	ral Instr	uctions	New line 3b has b required to complete										
noted Futur	e de	evelopments.	o the Internal Revenue Code unless otherwise For the latest information about developments I its instructions, such as legislation enacted	required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form to another flow-through entity in which it has an ownership interest. change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or					W-9 This					
after t	hey		d, go to www.irs.gov/FormW9.	beneficiaries, so tha requirements. For ex partners may be req	ample, a uired to	a pa com	rtner plete	ship t Sch	hat h edule	nas ar es K-2	ny ind 2 and	direct I K-3.	See	
Line 3 this lir	a ha ne. A	as been modifi An LLC that is :	ed to clarify how a disregarded entity completes a disregarded entity should check the	Partnership Instructi		Sche	dule	s K-2	and	K-3 (Form	1065).	
			tax classification of its owner. Otherwise, it box and enter its appropriate tax classification.	ication of its owner. Otherwise, it			n							

Cat. No. 10231X

Form W-9 (Rev. 3-2024)

<u>ATTACHEMENT D</u>

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 _____)

Business Entity's EIN:

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

1. that he/she is the ______ of _____ of _____ of _____, the Business Entity that has

submitted to the Navajo Nation a Proposal, Statement of Qualifications (SOQ) or Bid for the above-named Project;

- 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.;
- 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
- 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:	NOTARY:				
printed name of Affiant:	HOTAKI.				
title of Affiant:	Subscribed and sworn to before me this				
name of Business Entity:	day of, 20				
<u>,</u>	Notary Signature				
type of Entity (LLC, Partnership, etc.):	My commission expires, 20				
address of Business Entity:					

BID NO. 23-04-3001GC

BÁÁHÁÁLÍ CHAPTER HOUSE KITCHEN RENOVATION

BID# 25-06-3723SB

ATTACHMENT E FLOOR PLAN





ATTACHMENT F CHAIR DOLLY SPECS

Menu	0
What are you looking for?	
Unlock Savings with FREE Ship WebstaurantStere > Commercial Furniture > Restaurant Furniture > Restaurant Hanging Folding Chair Truck - Holds 84 Chairs	pingl) Earn 3% Back & Save on Plus) nt Seating > Chair Carts, Trucks, and Dollies > Flash Furniture NG-FC-DOLLY-GG
Flash Furniture NG-FC-DOLLY-0	GG Hanging Folding Chair Truck -
Holds 84 Chairs	
	Only
	\$274.99/Each
	1 Add to Cart
	Earn up to \$8.25 back (025 pents)
	Wish List Rapid Reorder
Usually Ships in 1-2 Business Days from manufacturer Lend times way based on manufacturer stock Product Overview Stores up to 84 chairs, holds 42 on each side Rubber stoppers on chair hanger bars Hubber stoppers on chair hanger bars Hubber stoppers on chair hanger bars	
 Swivel casters for easy maneuverability Holds up to 700 lb 	
UPC Code:	812581019094
	ASH NITURE®

14/24, 3:01 PM	\$19.99 Each	\$14.49 Each	DOLLY-GG Hanging Folding Chai	S21.99 Each	
Air	6 👻 Add to	10 - 40	ld to Add t	o Add to	
Items Yo	u Might Like 🕜				
	National Public Seating Double- Tier Hanging Chair \$484.12.tech	Safco 4199BL Black Two-Tier Hanging Folding \$472.99 tech	ZOWN 60248GRY1E Steel Folding Chair Dolly \$214.49(tach	National Public Seating 42:8-60 Folding Chair / \$493.70.tach	
1 Add	to Carf	1 Add to Cart	1 Add to Cart	1 Add to Cart	

Flash Furniture NG-FC-DOLLY-GG Details

Save time and space with this convenient Flash Furniture NG-FC-DOLLY-GG 84-capacity hanging folding chair truck. Its hanging design allows for maximum storage when your space is limited and is perfect for quickly setting up and breaking down banquets and other occasions. This chair dolly's 17 gauge welded steel frame ensures durability, and rubber stoppers on each chair hanger bar keep surrounding walls scratch-free. Its 3" polyolefin swivel casters provide convenient mobility for hassle-free transport and storage.

Overall Dimensions:

Length: 69 1/2" Width: 35" Height: 75" Capacity: 700 lb.

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click here.

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.

Flash Furniture NG-FC	DOLLY-GG Specs		
Quantity		1/Each	
Shipping Weight		98 lb.	
Length		69 1/2 Inches	
Width		35 Inches	
Height		75 Inches	
Application		Chairs	
Capacity		700 lb	
		84 Chairs	
Casters		With Casters	
Color		Black	
Material		Steel	
Style		Hanging	
Туре		Folding Chair Carts	
Customer questions about t	bis product		

Customer questions about this product

Will this folding chair rack work with any folding chairs? We recommend using this chair rack with the chairs we've included on this page. According to the manufacturer, this chair rack is not guaranteed to work with other brands of chairs.

https://www.webstaurantstore.com/flash-fumiture-ng-fc-dolly-gg-hanging-folding-chair-truck-holds-84-chairs/354NGFCDOLLY.html

2/5