

James Watchman, Jr., Chapter President Verna M. Tabaha., Vice President Virginia Barker, Chapter Secretary/Treasurer

P.O Box 127 Houck, AZ 86506 PH#: (928) 688-2734 Fax #: (928) 688-3068 Celicia Yazzie-Denny, Grazing Official Arbin Mitchell, Council Delegate Laura Lee Yazzie, Chapter Manager

REQUEST FOR PROPOSAL HOUCK CHAPTER ADDENDUM BID REFERENCE # 25-06-3749DB

SERVICES FOR ARPA CHAPTER HOUSING ASSISTANCE PROJECT



HOUCK CHAPTER GOVERNANCE

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REQUEST FOR PROPOSALS - ADDENDUM Bid Number: 25-06-3749DB

OVERVIEW ON REQUEST FOR PROPOSAL

The Houck Chapter, Houck, Arizona, invites qualified contractors to submit proposals for the ARPA Chapter Housing Assistance for the renovation of fifteen (15) homes, includes both interior and exterior work. 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 Houck Chapter reserves the right to award a contract under this RFP and may issue a new RFP for the same services at its discretion.

PROPOSAL DOCUMENTS

Prodosal documents include the Request for Proposals, the Proposal Form, Scope of Work, other proposing and contact 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 Houck Chapter Manager and send by e-mail. No Mandatory Pre-Proposal Conference for this project. General Contractors are encouraged to visit the Houck Chapter House. Contact Laura Lee Yazzie, Chapter Manager at 928-688-2734 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 tost 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 processer made such examination. Proposal submission will be considered conclusive evidence that proposer made suc examination.

SCHEDULE OF RFP ACTIVITIES

- Advertisement Date
- Deadline to Submit Acknowledgement of Receipt Form
- Deadline to Submit RFP Questions
- Deadline for RFP Submittal
- Proposal Opening Evaluations
- Final Selection and Notice of Award

The RFP is issued by the Houck Chapter, in accordance with the Navajo Nation laws and regulations. Houck Chapter is the sole entity authorized to reproduce or distribute this RFP. By participating, the Offeror agrees to maintain the con identiality 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, Houck Chapter.

INQUIRIES

All technical questions regarding the RFP, including inquiries about the scope of services or other project-specific details, must be submitted in wiring to Houck Chapter. Written responses to all inquiries will be issued as an Addendum to the solicitation and provided to each Offeror who has requested the RFP and submitted an Acknowledgement of Receipt Form.

ACKNOWLEDGMENT OF RECEIPT FORM

The Acknowledgement of Receipt Form must be signed and submitted via e-mail to the Chapter Manager no later than July 25, 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 e-mail address of the designated individual authorized to receive such communication.

DEADLINE TO SUBMIT QUESTIONS

All q testions regarding this RFP must be submitted in writing to the Chapter Manager no later than 5:00 p.m. on July 23, 2025 (local time in Houck, Arizona). 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 p.m. (MST) on July 25, 2025, for review and evaluation. Submittals received after this deadline will not be accepted or considered. Submittals must be addressed and delivered to the Houck Chapter Administration Office, P.O. Box 127, Houck, Arizona 86506, if U.S. Mail, UPS or FedEx are preferred methods of delivery, if not hand delivered to I-40, Exit 348, St. Anselm Road, Houck, Arizona.

Proposal submittals must have Contractor's *return address*, *sealed* and clearly labeled on the outside of the package to indicate the Offeror's *Navajo Nation Priority Status*, along with the following statement: "DO NOT OPEN – Submittal of Poposals, Houck Chapter ARPA Housing Assistance." Submittals sent by facsimile or any other electronic method will not be accepted.

STANDARD CONTRACT

The Houck Chapter reserves the right to include contract provisions based on applicable Navajo Nation, federal, state, and ocal 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 Chapter Manager will rot 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 proposal at any time before the deadline date.

PROCUREMENT OFFICER CONTACT

HOUCK CHAPTER CONTACT

Verna M. Tabaha, Project Manager Houck Chapter Administration Office Post Office Box 127, Houck, Arizona 86506 E-Mail: vmtabaha@naataanii.org Laure Lee Yazzie, Chapter Manager Houck Chapter Administration Office Post Office Box 127, Houck, Arizona 86506

E-Mail: loraleeyas814@yahoo.com

INTERPRETATIONS, 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 Chapter Manager, who will send a written addendum to all proposers. Neither Owner nor Chapter 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 Chapter 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 Chapter Manager for approval prior to installation. No substitutions will be considered after submittals have been approved.

COSTINCURRED

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 Schnd/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 ten (10%) bid bond at the submittal of proposal.

PROPOSALS

Proposals must be made upon the "PROPOSAL FORM" provided, all blank spaces filled, the signature shall e longhand and he completed form shall be without alterations or erasures. Where a proposer is a corporation, 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.

Prorposals shall be made out to the order of the Owner and delivered in an enclosed sealed envelope, marked "HOUCK CHAPTER ARPA HOUSING ASSISTANCE, DO NOT OPEN", shall bear the name of the proposer and 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 form on OUTSIDE of the envelope.

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

Contractor shall be beginning construction with thirty (30 days) days after the contract is approved. Proposals may not be needified after submittal. Proposers may withdraw proposals at any time before the proposal opening, but may not resupmit them. No proposal may be modified or withdrawn after the proposal opening.

All applicable permits, deposits, fees, federal, state, and Navajo Nation 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 Navaic Nation Procurement Act and Regulations, and the Navajo Business Opportunity Act (NBOA0 5 N.N.C. §201 et seq. The Contractor selected for the contract must be at 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 2 firms have submitted a responsive proposal, then the rop-certified 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 t	he state of					
-		project location.					
5	Letter of List of Sub-Contractors						
6	Current W-9 Form						
7	Certification of Debarment & Suspension						
8	For proposals exceeding \$50,000, a bid						
	security equal to 10% of the proposal						
	amount is required						
9	COST PROPOSAL						
10	Base Proposal	\$					
	Alternative Proposal	\$					
	Total Cost of Proposal	\$					

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.

CONFLIANCE WITH LAWS AND REGULATIONS

Proposers are advised of applicable statues and regulations concerning worker safety, hours of work, Workers' Compensation insurance, prevailing wage rates, labor preferences and prohibitions, anti-discrimination requirements, and other laws affecting the proposed work. Compliance with all relevant municipal regulations, rules and ordinances is also required.

Preference: In performing the work, the Contractors shall comp 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., §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 items 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.

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 Dwner may, within ten (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 Select Committee also reserves the right to waive 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 Dwner may, within ten (10) days written notice to the Contractor, terminate the contract documents for any of the following reasons:

The Contractor defaults in performance of any provisions under the contract.

The Contractor fails to carry out the construction in accordance with the provisions of the contract.

In the 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 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 thirty (30) days written notice to the Owner, terminate the contract with the Owner before the specified completion date when, for a period thirty (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 a Certificate of Insurance prior to the execution of the Contract and shall name of the Navajo Nation as an additional insured. The Offeror must include a provision for a two-day written notification to the Chapter Manager 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.

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 Employer 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.

Approval of Insurance: Even though a "Notice to Proceed" may have been given by the Houck Chapter, the "Offeror" and subcontractor(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 the Houck Chapter. Neither approval nor failure to approve certificates, policies, or insurance by the Houck Chapter shall relieve the Contractor or Subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

PERFORMANCE 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.

100% Performance Bond – Is a surety bond issued by an insurance company or a bank to guarantee satisfactory and material suppliers on the project will be paid.

PROJECT DETAILS

Project Location: Houck Chapter residential area, Houck, Arizona

Renovation: The Chapter Manager met with the Houck Chapter Officials to plan the project, draft a Scope of Work, and identify necessary building materials and equipment for this Project.

Scope of Work Requested: Housing Renovations for fifteen (15) homes.

SCOPE OF WORK

A. BASE PROPOSAL

The overall purpose of soliciting these services is to obligate Contractor to both supply the material to prepare the site, renovation for fifteen (15) homes for the Houck Chapter.

- 1. Interior patch walls and trim, replace insulation and sheetrock (if needed).
- 2. Install new windows (slider style windows), insulate and seal around windows and ensure proper operation.
- 3. Re-install existing vinyl siding and accessory trims, if needed.
- 4. Replace entry/back doors and replace room entry doors (if needed). Remove and frame existing door to outside, finish with sheetrock, trim on outside and siding on inside.
- 5. Roof rip and replace roof sheathing, install new fascia and soffit, inspect trusses, decking, and use roll roofing.
- 6. Repair ceiling if damaged by water leak and mold.
- 7. Replace floor tiles and baseboard.
- 8. Final Inspection (punch list correction)

Other important design considerations include:

1. Knowledge of all agencies and regulations which need to be coordinated with in order to develop and permit the completion of the renovation project.

2. The Houck Chapter will work with the Navajo Nation Capital Projects & Management Department (CPMD) to ensure the project is completed per the approved Scope of Work as scheduled.

QUALITY ASSURANCE

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

CONCLUSIONS

The successful completion of this Housing Assistance Project will provide Houck Chapter with a fully functional and safe environment for the families. Clear communication and adherence to the defined Scope of Work will ensure the Project is completed on time and within budget.

SUBMITTAL REQUIREMENTS/EVALUATIONS

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.

MANDATORY SUBMITTAL REQUIREMENTS

Business Priority Number

Proof of General Contract Licensing

List of Sub-Contractors

Navajo Nation Certificate of Debarment and Suspension- 25-06-3749DB

Current IRS W-9, completed and executed – 25-06-3729DB

For Proposals exceeding \$50,000, a Bid Security equal to 10% of the total proposal amount if required.

Addendum as of June 17, 2025

Cost Proposal in a separate Sealed Envelope labeled HOUCK CHAPTER HOUSING ASSISTANCE COST PROPOSAL.

NAVAJO NATION CERTIFICATION

Regarding Debarment, Suspension, and Contracting Eligibility

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:
 - 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.

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.

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 (prin
Applicant Address	Title of individual signing on Applicant's behalf
Applicant Address	Signature of individual signing on Applicant's behalf
Applicant Address	Date

Form (Rev. March 20) Department of the reasury Internal Revenue ervice

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.

Befor	еу		gn. For guidance related to the purpose of Form W-9, see Pt										
	1	Nan	e 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 /s name on line 2.)										
Print or type. See Specific Instructions on page 3.	2	Bus	s ness name/disregarded entity name, if different from above.										
	3a	Che	the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check the following seven boxes. dividual/sole proprietor					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
			C. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)			_	Exempt payee code (if any)						
			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. Other (see instructions)				Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)						
	3b		r line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax class d you are providing this form to a partnership, trust, or estate in which you have an ownership intere			sification, (Applies to account maintained							
			is pox if you have any foreign partners, owners, or beneficiaries. See instructions					outside the United States.)					
	5	Add	ess (number, street, and apt. or suite no.). See instructions.	(number, street, and apt. or suite no.). See instructions.		ame a	ne and address (optional)						
	6	City	state, and ZIP code										
	7	List	st account number(s) here (optional)										
Par			Taxpayer Identification Number (TIN)		-						_		
		r TIN	in the appropriate box. The TIN provided must match the nar	me given on line 1 to av	oid	Soc	al sec	urity r	number				
backu	p v	vithh	lding. For individuals, this is generally your social security nur	mber (SSN). However, fe]_]_			
			sple proprietor, or disregarded entity, see the instructions for our employer identification number (EIN). If you do not have a		t a								
	, later.			or Employer identification number									
Note:	Note: If the account is in more than one name, see the instructions for line 1. See also What Name a		and	EIII	loyer	denti	Ication	Turni	er	T	=		
Number To Gve the Requester for guidelines on whose number to enter.				-									
Par	t II		Certification										
Unde	r pe	nalti	s 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													
Sei	vic	e (IR	pject to backup withholding because (a) I am exempt from bac) that I am subject to backup withholding as a result of a failu Itject to backup withholding; and										
3. I ar	na	U.S. citizen or other U.S. person (defined below); and											
4. The	FA	TCA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.										
becau acqui	sitio	you h	structions. You must cross out item 2 above if you have been and failed to report all interest and dividends on your tax return. bandonment of secured property, cancellation of debt, contributest and dividends, you are not required to sign the certification,	For real estate transaction itions to an individual retire	ons, iter irement	n 2 do arrang	es not gemen	apply	y. For m), and,	nortga gener	age in	nteres	ents
Sign Here		Sig U.S	nature of . person		Date								
Ge	ne	ra	Instructions	New line 3b has b									
			nces are to the Internal Revenue Code unless otherwise	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									
Future developments. For the latest infor		evel	pments. For the latest information about developments	change is intended t									

related to Form W-9 and its instructions, such as legislation enacted after they wer published, go to www.irs.gov/FormW9. What's New

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

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