



NAVAJO NATION DIVISION OF
COMMUNITY DEVELOPMENT

**REQUEST FOR PROPOSAL
NO. CPMD 2025-05-10 (Thoreau Chapter)
BID REFERENCE #25-04-3653GC**

**CONSTRUCTION SERVICES FOR
THOREAU CHAPTER HOUSE
KITCHEN RENOVATION**

Thoreau Chapter House Kitchen

REQUEST FOR PROPOSALS

Bid Number: 25-04-3653GC

OVERVIEW ON REQUEST FOR PROPOSAL

The Navajo Nation Division of Community Development(DCD) Capital Projects Management Department (CPMD) on behalf of the Thoreau Chapter House in Thoreau, New Mexico, invites qualified contractors to submit proposals for the renovation of its Chapter House Kitchen, including both interior and exterior work. This Request for Proposals (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.

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 Thoreau Chapter House. Contact Vivinita Bennett, CSC; 1(505) 905-0139 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 | May 19, 2025 |
| • Deadline to Submit Acknowledgement of Receipt Form | June 3, 2025 |
| • Deadline to Submit RFP Questions | June 6, 2025 |
| • Deadline for RFP Submittal | June 13, 2025 |
| • Proposal Opening Evaluations | June 16, 2025 |
| • Final Selection and Notice of Award | June 18, 2025 |

The Request for Proposals (RFP) is issued by the Capital Projects Management Department (CPMD) on behalf of the Thoreau 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-

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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.

INQUIRIES

All technical questions regarding the Request for Proposals (RFP), including inquiries about the scope of services or other project-specific details, must be submitted in writing to the CPMD. 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.

ACKNOWLEDGEMENT OF RECEIPT FORM

The Acknowledgement of Receipt Form must be signed and submitted via email to the Procurement Officer no later than **June 3, 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 6, 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 13, 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, THOREAU 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

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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

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

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

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 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

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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, 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 “THOREAU 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	Letter of List of Sub-Contractors
6	Current W-9 Form

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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	\$

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, anti-discrimination 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 New Mexico 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

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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:

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 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:

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- 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.**

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.

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.

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

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

PROJECT DETAILS:

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

SCOPE OF WORK:

1. Building Material Removal
 - a. Roof Area Above Kitchen
 - i. Inspect the roof to locate moisture intrusion points and assess damage to the attic and interior ceiling.
 - ii. Remove all moisture-damaged materials, including roof covering and underlayment.

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- iii. Remove damaged insulation and sheetrock from the building interior.
 - iv. Remove all visible mold.
 - v. Transport and dispose of all waste at a certified disposal facility.
 - b. Kitchen Ceiling
 - i. Remove three existing light fixtures, associated light switches, and one heat detector.
 - c. Wall Behind Three-Compartment Sink (Northeast Corner)
 - i. Remove sheetrock from floor to ceiling, 7 feet wide from the northeast corner.
 - ii. Remove damaged batt insulation and other deteriorated materials.
 - iii. Remove all visible mold.
 - iv. Remove all plumbing components, including valves, supply lines, waste lines, and floor drain.
 - v. Transport all removed materials to a certified disposal site.
2. Building Renovation
- a. Roof
 - i. Identify and repair all damaged areas to prevent future moisture intrusion.
 - ii. Where required, install new sheathing, underlayment, and metal roofing to match existing roof type and color.
 - b. Interior Ceiling (Kitchen)
 - i. Replace damaged sheetrock with new material matching the existing thickness; tape and texture the repair.
 - ii. Paint the entire kitchen ceiling with two coats of paint.
 - iii. Provide and install three new 12" x 48" LED light fixtures.
 - iv. Provide and install new light switches.
 - c. Wall Behind Three-Compartment Sink
 - i. Install new batt insulation and mold-resistant sheetrock; tape, texture, and paint with two coats.
 - ii. Install Fiberglass Reinforced Plastic paneling behind the sink area for added durability.
 - d. Exit/Emergency Lighting
 - i. Provide and install new exit light fixtures with integrated emergency lighting and battery backup.
 - ii. Install required mounting with green lettering.
 - iii. Provide and install one new heat detector.
 - e. Electrical Receptacles
 - i. Install new GFCI-type receptacles at all existing kitchen receptacle locations.
3. Kitchen Equipment Installation
- Note: All equipment must be constructed of 16-gauge stainless steel. Perform on-site field measurements prior to ordering to confirm space availability and proper fit.
- a. New Equipment to be Provided and Installed
 - i. Stainless Steel Counter, 24" x 84" with 4" backsplash and under-shelf.
 - ii. Stainless Steel Table, 24" x 72" with under-shelf.
 - iii. Stainless Steel Counter, 24" x 48" with 4" backsplash and under-shelf.
 - iv. Type K Fire Extinguisher with wall-mount bracket.

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- v. Stainless Steel Hand Sink
 - vi. Refrigerator/Freezer Combo unit, 52”W x 34”D x 84”H (field-verify available width)
 - vii. Stainless Steel Three-Compartment Sink, 94” wide with two drainboards (field-verify location)
 - viii. Two Stainless Steel Overhead Cabinets, 18” x 48” (field-verify location)
4. Plumbing Installation
- a. Three-Compartment Sink
 - i. Provide and install new supply and drain lines, new valves, and a new two lever faucets with extended spouts
 - ii. Install indirect drainage in compliance with code requirements.
 - b. Hand Sink
 - i. Provide and install new supply and drain lines, new valves, and a new lever faucet.
 - ii. Provide and install soap and paper towel dispensers.

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 Thoreau 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

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- 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: THOREAU CHAPTER HOUSE KITCHEN RENOVATION COST PROPOSAL

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PROPOSAL FORM

TO : THE NAVAJO NATION
Herein after called "OWNER"

The undersigned, having examined the proposed Contractor Documents titled:

THOREAU CHAPTER HOUSE KITCHEN 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

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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.

Licensed in accordance with an act for the registration of contractors and with License Number _____, in the State of New Mexico.

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:

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ATTACHMENT 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: _____

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

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ATTACHMENTB

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

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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

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ATTACHMENT C

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.
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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) _____ (Applies to accounts maintained outside the United States.)
	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 <i>How to get a TIN</i> , 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 <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person _____ Date _____

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

Thoreau Chapter House Kitchen

ATTACHMENT D

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____.