

REQUEST FOR PROPOSALS – PREFABRICATED GREENHOUSE PURCHASE

PROPOSAL DUE DATE:

December 22, 2025 at 5:00 PM MST

PROJECT NAME:

Bid No. 25-12-3948DB Prefabricated Greenhouse Purchase

CONTACT PERSON:

Jesse Mike, Forester/Project Manager

Navajo Natural Heritage Program

Navajo Nation Department of Fish and Wildlife

Phone: (928) 729-4236

Email: jmike@nndfw.org

**Email is the preferred method of communication*

EMAIL SUBMISSIONS ONLY

EMAIL PROPOSALS TO:

frontdesk@nndfw.org

WITH SUBJECT LINE:

“DO NOT OPEN - Bid No. 25-12-3948DB PREFABRICATED GREENHOUSE PURCHASE”

The Navajo Natural Heritage Program/Navajo Nation Department of Fish and Wildlife reserves the right to reject any or all proposals and to waive any informality in the proposals received whenever such rejection or waiver is in the best interest of the Program

PURPOSE OF REQUEST FOR PROPOSALS

The Navajo Natural Heritage Program under the Navajo Nation Department of Fish and Wildlife, hereafter referred to as the Navajo Natural Heritage program or NNHP, is requesting proposals for the purchase of an approximately 1,250-1,500 SF, energy efficient, prefabricated greenhouse with associated equipment and services. Potential offerors are encouraged to review this Request for Proposals (RFP) for details and mandatory requirements.

LEAD AGENCY CONTACT

Any inquiries or requests regarding the “procurement”, scope, or procedures should be submitted in writing to the Lead Agency’s Project Manager listed below. Offerors may contact **ONLY** the Project Manager, inquiries and requests made to other staff will not be responded to. *Email is the preferred method of communication.*

Jesse Mike, Forester/Project Manager
Navajo Natural Heritage Program
Navajo Nation Dept. of Fish and Wildlife
Phone: (928) 729-4236
Email: jmike@nndfw.org

RFP SEQUENCE OF EVENTS

1. **Issue RFP December 12, 2025** – This RFP is issued by the Project Manager on behalf of NNHP, in accordance with Navajo Nation Laws. NNHP is the only organization that is authorized to make copies or distribute this RFP.
2. **Submission of Proposal 5:00 p.m. MST on December 22, 2025.** Proposals received after this deadline will not be accepted. Proposals must be submitted through email to frontdesk@nndfw.org , with the subject line: “DO NOT OPEN – Bid No. 25-12-3948DB PREFABRICATED GREENHOUSE PURCHASE”
3. **Proposal Evaluation December 23, 2025**
4. **Notice of Award December 23, 2025**
5. **Contract Negotiation** – The Project Manager, and the successful Offeror will begin contract negotiations with the highest ranked firm as soon as possible after notice of award. Actual fees shall be negotiated based upon specific scope of services, and reimbursable, specific contractor requirements.

GENERAL TERMS AND CONDITIONS

1. **Protests** – Any offeror who is aggrieved in connection with the award of a contract must first resolve their protest with NNHP. If no resolution is obtained, the offeror may protest to the Navajo Nation’s Business Regulatory Department. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the

protest to: Navajo Business Regulatory Department; P.O. Box 663; Window Rock, Arizona 86515; Phone number: (928) 357-6643.

2. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.
3. Incurring Cost – Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
4. Amended Proposals – An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be the complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Project Manager will not collate or assemble proposal materials.
5. NNHP reserves the right to reject an offer from any offeror who has previously failed to perform properly, has caused the Department to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
6. Offerors Right to Withdraw Proposal – Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals.
7. Disclosure of Proposal Contents – The content of proposals will be kept confidential until the Project Manager has issued the written notice of a contract award. At that time, all proposals will be opened to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
8. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Project Manager determines such action to be in the best interest of the Navajo Natural Heritage Program.
9. Sufficient Appropriation – Any contract awarded as a result of this RFP process may be terminated if insufficient appropriations or authorizations do not exist. Sending written notice to the consultant will affect such termination. The Owner's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the Owner and shall be final and binding upon the contractor. If the determination is made that there is insufficient funding to continue or finalize a project, the consultant will be compensated to the level of effort performed, as authorized by the Project Manager prior to that determination.
10. Offeror Qualifications – The Selection Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any offeror who is not a responsible offeror and fails to submit a responsive offer.
11. 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 of the otherwise responsive proposals fail to meet the same mandatory

requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.

12. Notice – The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities and kickbacks.
13. Release of Information – Only the Project Manager is authorized to release information about the project covered by this RFP. The Offerors must refer to the owner any request to release any information that pertains to the work or activities covered by any action or award related to this RFP.
14. Applicable Laws – The laws of the Navajo Nation shall govern this procurement and any agreement that may result from this procurement with applicable provisions from State and Federal Laws.

DETAILED DESCRIPTION OF GOODS REQUESTED

NNHP is seeking to purchase an approximately 1,250-1,500 SF, energy efficient, prefabricated greenhouse with associated equipment and services. The greenhouse will be attached to the existing Diné Native Plants Program seed bank building in Window Rock, AZ. The greenhouse needs to meet the following requirements:

1. The design of the greenhouse needs to be mono-pitched and designed to be attached to an existing CMU wall.
2. Steel frame, with 16mm polycarbonate walls.
3. Structure dimensions approximately 25' wide x 60' long and no taller than 15' at its peak.
4. Include an evaporative cooling system and airflow vents.
5. Include a heating system.
6. Include an automated shade cloth system.
7. Include grow benches.
8. Include design/engineering specification of a concrete foundation for the greenhouse to be constructed on.
9. Include construction support for assembly of the greenhouse.

MANDATORY SUBMITTAL REQUIREMENTS

- I. Submittal Letter – Proposals must be accompanied by a submittal letter that must:
 1. Identify the submitting business. State the name and address of the organization's firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit).
 2. Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
 3. Explicitly indicate acceptance of the General Terms and Conditions; Be executed (signed) by a person authorized to contractually obligate the offeror;
 4. Contain a statement indicating a commitment to comply and act in accordance with the requirements of the Build America, Buy America provisions of the Federal Bipartisan

Infrastructure Law.

5. Certify to the best of their knowledge and belief that the offeror, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency or Indian tribe. The offeror will also certify they have not, within a three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for:

- *Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local or tribal) contract or subcontract;*
- *Violation of federal or state antitrust statutes relating to the submission of offers;*
- *Commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.*
- *The offeror certifies they have not, within a three-year period preceding this RFP, had one or more contracts terminated for default by a federal, state, local or tribal agency.*

- II. Description of Goods to be purchased (Prefabricated Greenhouse) with respect to the Detailed Scope of Goods Requested.
- III. Cost Estimate (itemized) in a separate file from main proposal.
- IV. Proof of licensing
- V. Signed and Notarized Non-Collusive Affidavit Form (Exhibit A)
- VI. Signed Debarment and Suspension Form (Exhibit B)
- VII. Current W-9 Rev. March 2024

EVALUATION

Proposals will be evaluated based on the following criteria. A maximum of 100 points is possible, only proposals scoring 75 or higher will be considered for selection.

1. **Greenhouse Specifications:** Demonstrates the product specifications meet the requirements outlined in the RFP, including greenhouse dimensions, attachable design, climate control, etc. – **25 points**
2. **Foundation Design/Engineering:** Demonstrates the purchase of the prefabricated greenhouse includes the design/engineering of the concrete foundation on which the greenhouse will be constructed. – **25 points**
3. **Construction Support:** Demonstrates the offeror will provide support through detailed instructions and/or in-person consultation for the construction of the greenhouse. – **25 points**
4. **Cost Estimate:** Estimated overall cost meets the allocated budget for the project. – **25 points**

Exhibit A

NAVAJO NATION CERTIFICATION

Regarding Non-Collusion

Consultant/Project Name

Work Location

In accordance with Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, Applicant, in either its present form or in any other identifiable capacity, certifies and acknowledges the following:

1. Applicant is submitting an offer that is genuine and not collusive or a sham to the Navajo Nation for the above-named Project;
2. Applicant is fully informed regarding the preparation and required content of its offer, including all pertinent circumstances governing submission of its offer to the Navajo Nation;
3. Applicant has in no way colluded, conspired; connived; or agreed, directly or indirectly, with any other entity, offeror, or person regarding the proposed contract for the Project, to:
 - a. submit a sham offer to the Navajo Nation, or
 - b. refrain from submitting an offer to the Navajo Nation;
4. Applicant has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, offeror, or person, to:
 - a. fix any price or fee relating to its offer or of any other entity, offeror, or person, or
 - b. fix any price, overhead, profit, reimbursement, or cost element of its offer, or that of any entity, offeror, or person;
5. Applicant has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, offeror, or person interested in the proposed contract for the Project;
6. that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
7. all statements set forth herein, and in its offer submitted to the Navajo Nation, are true; and
8. that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.

Applicant Name

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

Exhibit B**NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and Contracting Eligibility**

Consultant/Project Name

Work Location

1. Applicant acknowledges, in accordance with the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, to the best of its knowledge, Applicant, in either its present form or in any other identifiable capacity, that it has not:
 - a. been convicted in any jurisdiction for the commission of a criminal offense incident to obtaining, or attempting to obtain, a public or private contract or subcontract, or in the performance of such Contract or subcontract;
 - b. been convicted in any jurisdiction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Navajo Nation Contractor;
 - c. been convicted in any jurisdiction under any antitrust statute arising out of the submission of offers;
 - d. violated contract provisions, such as having:
 - i. deliberately failed, without good cause, to perform in accordance with the purchase description or within the time limit provided in the contract; or
 - ii. a record of failure to perform, or of unsatisfactory performance, with the terms of one or more contracts; or
 - e. been determined to be ineligible to conduct business with the Navajo Nation under the Navajo Business Opportunity Act, 12 N.N.C. §§ 201-380;
 - f. submitted bad offers where such offers are lower than the expected price, or overstate the Applicant's qualifications; and
 - g. engaged in any other cause so serious and compelling as to affect Applicant's responsibility as a Navajo Nation Contractor, including debarment or suspension by another government.
2. Applicant certifies that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Applicant acknowledges that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.
4. Applicant certifies that, to the best of its knowledge, 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. §§ 1501-16 and 5 N.N.C. §§ 201-380.
5. Applicant 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

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

**Request for Taxpayer
Identification Number and Certification**

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

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

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 *How to get a TIN*, later.

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.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

What's New

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

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

Purpose of Form

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