



**NAVAJO NATION  
CAPITAL PROJECTS  
MANAGEMENT  
DEPARTMENT**

**REQUEST FOR PROPOSAL  
NO. CPMD 2026-06-12 (Iyanbito Chapter)  
BID REFERENCE # 26-02-4031DB  
JUNE 24, 2026**

**FENCING INSTALLATION SERVICES  
FOR  
IYANBITO CHAPTER**

# IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION

BID# 26-02-4031DB

## REQUEST FOR PROPOSAL

### OVERVIEW ON REQUEST FOR PROPOSAL

The Navajo Nation Division of Community Development (DCD), Capital Projects Management Department (CPMD) on behalf of the Iyanbito Chapter in Iyanbito, New Mexico, invites qualified contractors to submit proposals for the fence installation for the Iyanbito Chapter House. This Request for Proposal (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, other proposing and contract forms including any addenda issued prior to receipt of proposals. The Contract Documents proposed for the Work consists of the Small Project Contract, 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.**

### EXAMINATION

**A MANDATORY site visit with the Iyanbito Chapter is required for all General Contractors submitting a proposal. Please schedule a date before the site visit, contact Delray Tom, CSC, at (505) 905-5650. Participation in the site visit is a critical part of the proposal evaluation criteria. Proposals will not be accepted without a signed Site Visit Acknowledgment Form.**

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

- |                                    |               |
|------------------------------------|---------------|
| • Deadline to Submit RFP Questions | July 7, 2026  |
| • Deadline for RFP Submittal       | July 9, 2026  |
| • Proposal Opening Evaluations     | July 10, 2026 |

This Request for Proposal (RFP) is issued by the Capital Projects Management Department (CPMD) on behalf of the Iyanbito 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.

### DEADLINE TO SUBMIT QUESTIONS

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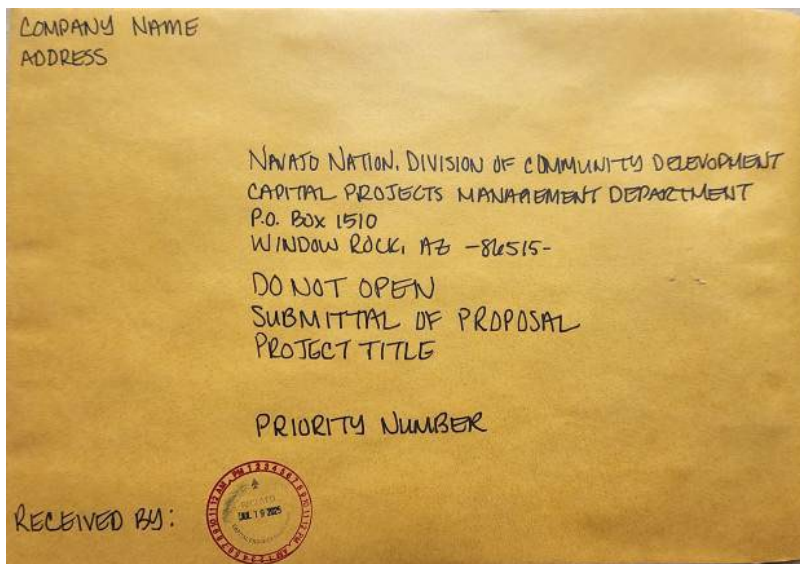
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All questions regarding this RFP must be submitted in writing to the Project Manager no later than **5:00 PM (local time in Window Rock, AZ) on July 7, 2026**. Written responses to all submitted questions, along with any RFP amendments, will be issued 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 July 9, 2026** 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, 2<sup>nd</sup> 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 Proposal, IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION”** Submittals sent by facsimile or any other electronic method will **not** be accepted. If hand delivered, make sure the RFP Packet is time stamped before you depart.

## OPENING OF PROPOSALS

All eligible proposals shall be opened at the Navajo Nation CPMD Conference room on **July 10, 2026 at 10:00 am**. All eligible proposals shall be opened in accordance with the proposal opening procedures of the Navajo Business Opportunity Act (“NBOA”) at 5 N.N.C. §205 C, and a staff member of the Navajo Nation Business Regulatory Department and the Navajo Nation Office of Controller shall be in attendance at the opening of proposals.

## SELECTION COMMITTEE & EVALUATION

A Selection Committee consisting of no fewer than four (4) individuals shall be established for this procurement. The committee shall include one representative from the Capital Projects Management Department (CPMD), one Office of the Controller (OOC) Buyer, one Business Regulatory Department (BRD) representative, and at least one representative from the Chapter.

The Selection Committee shall be responsible for the review, evaluation, and ranking of all eligible proposals and for determining which proposals are deemed Responsive and Non-Responsive. A determination of Responsiveness by the Selection Committee shall not constitute or guarantee a Contract

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Award. Final eligibility and selection for Contract Award shall be made in accordance with the Navajo Nation laws, regulations, and policies.

CPMD, OOC, and BRD representatives shall participate in the evaluation process but shall not participate in the ranking of proposals. Negotiations, if necessary, shall be conducted with the highest ranking and most responsive Proposer.

## 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 Project Manager will not collate or assemble proposal documents on behalf of the Offeror.

## ACCEPTANCE OF REQUIREMENTS

The submission of all Proposals shall constitute the submitting Party's acknowledgement and acceptance of all requirements and conditions governing this Procurement.

## OWNERSHIP OF DOCUMENTS

All documents and materials contained in this RFP Package are the property of the Navajo Nation. All documents and materials contained in all submitted Proposals shall be the property of the Navajo Nation and not be returned to the submitting Party unless the RFP is cancelled; all such documents and materials shall be either retained or discarded by CPMD, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act.

## AUTHORITY TO INVESTIGATE

The Project Manager, CPMD Staff, the Selection Committee, and other Navajo Nation staff as necessary, may make such inquiries and investigations of any persons or entities as necessary and reasonable to determine the Responsibility of any Interested Party, including eligibility for a Contract Award under Navajo Nation or other applicable laws or regulations, and to determine the Responsiveness of any Proposals submitted for the project. Interested Parties failing to submit any information, documents, or materials requested by CPMD, in a reasonably timely manner, shall be disqualified.

## 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.

## PROJECT MANAGER CONTACT

Marta Quintana, Planner/Estimator  
Capital Projects Management Department  
Navajo Nation Division of Community Development  
P.O. Box 1510

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Window Rock, AZ 86515

Email: [mquintana@nndcd.org](mailto:mquintana@nndcd.org)

## 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 - MANDATORY**

**Bid Guarantee shall be required for all construction related contracts. Bid guarantee 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 guarantee 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 "IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION, 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.

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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	Evaluation Criteria
1	Site Visit conducted and verified through a signed Site Visit Confirmation Document.	30
2	State License in the State of Project Location.	5
4	List of Sub-Contractors	5
5	Current W-9 Form, completed and signed.	5
6	Certification of Debarment and Suspension	5
7	Navajo Nation Affidavit of Responsibility for Sub-Contractors	5
8	Navajo Nation Contractors Affidavit of Non-Collusion	5
9	For proposals exceeding %50,000, a bid security equal to 10% of the proposal amount is required.	10
10	Cost Proposal	
	Base Proposal	\$
	Alternative Proposal	\$
	Total Cost of Proposal	\$
Total Score		100

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. Bid Guarantee is only for projects with a proposal cost more than \$50,000. The total score will be 90 without the bid guarantee.

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

## WAIVER OR LIENS

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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 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.

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## 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.

## INDEMNIFICATION

The selected contractor will be required to indemnify the Navajo Nation, pursuant to the following Contract Clause: the Contractor agrees to hold harmless and indemnify the Navajo Nation and its divisions, departments, chapters, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, cost, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with any work performed or services provided under this Contract, and any other related activities by the Selected Contractor, except for accident or injury arising out of the Selected Contractor's performance of work or services that is determined to be professionally and adequately performed with the due competence and professional skill generally exercised in the industry and in accordance with applicable industry standards set forth in relevant laws and regulations of the Navajo Nation, the Federal Government, or the State of New Mexico.

## 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 Project 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.

1. The Navajo Nation should require the following minimum insurance requirements:
  - a. Workers Compensation: Consultant shall provide workers compensation and employer's liability insurance that complies with the regulations of the Navajo Nation with limits no less

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than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

- b. Commercial General Liability Insurance: Consultant shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Navajo Nation as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Navajo Nation. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- c. Commercial Automobile Insurance: Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
- d. Include a statement that no conflicts of interest exist in the provision of the services. Umbrella Liability Insurance: Consultant shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Navajo Nation at the sole cost and expense of the Contractor. As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Navajo Nation with certificates of insurance prior to execution of the agreement by the Navajo Nation, describing the coverage.
- e. **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.

## CONFIDENTIALITY

The contents of all Proposals and related materials shall be kept confidential until CPMD has issued a written notice of a Contract Award to the selected Contractor. At that time, all Proposals shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

## PERFORMANCE AND LABOR BONDS

The submitting Party shall provide a Performance Bond to guarantee such Party's full performance of all duties under the Contract for the Project. Generally, the Performance Bond must be in a dollar amount equal to one-hundred percent (100%) of the final Contract awarded to the Selected Contractor; however, a lesser Bond amount of fifty percent (50%) shall be allowed if the Selected Contractor (in addition to

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providing a 50% Performance Bond amount) either (1) provides an irrevocable Letter of Credit for fifty percent (50%) of the Contract amount, or (2) agrees to a retainage of fifty percent (50%) of the Contract amount. The Performance Bond must be provided by a state-licensed or state-registered surety or bonding company.

The submitting Party shall also provide a Payment Bond to cover all of its obligations and liabilities to any and all subcontractors, suppliers, laborers, and other persons or entities that will be performing work on the Project or providing materials for the Project. The Payment Bond must be in a dollar amount sufficient to cover all such obligations and liabilities, and must be provided by a state-licensed or state-registered surety or bonding company.

Submitted proposals need not initially include the required Bonds; however, such Bonds must be provided prior to final Contract Award, and any Party not providing such Bonds in a timely manner may be Disqualified - at CPMD' or the Navajo Nation's sole discretion; for purposes of this provision, a "timely" submission of such Bonds (i.e., deadline for submission) shall be determined by CPMD.

## RIGHT TO REFUSE CONTRACT

The Navajo Nation reserves its right to refuse to execute a Contract for the Project if the Navajo Nation Attorney General, or his/her designee, determines in writing that any of the following has occurred prior to the Navajo Nation's execution of this Contract:

1. Lack of Documents; the Navajo Nation has not received all required supporting documents, or other reasonably requested information;
2. Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related Pre-Procurement Activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, Federal, or State laws or regulations governing said Procurement; or
3. Ineligibility; the Selected Contractor, or any other related person or firm, is ineligible for the awarding of this Contract, pursuant to applicable Navajo Nation, Federal, or State laws or regulations governing said Procurement; or
4. Change to Scope of Work or other requirements; there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in this RFP Package or in any addenda; in which case additional procedures under Section XIII (A) of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or
5. Change to the Budget/MFC; there has been a revision (whether increase or decrease) of the Budget or the Maximum Feasible Cost that was originally established for this Project by CPMD prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII (A) if the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures: or
6. Protest filed; a protest has been timely filed in accordance with 12 N.N.C. §360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. §360(F); or
7. Navajo Nations interest; the Navajo Nation Attorney General, or his/her designee, determines in writing that refusal to enter into this Contract is in the best interest of the Navajo Nation.

## **SCOPE OF WORK**

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## SCOPE OF WORK

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#### PROJECT DETAILS

##### A. Site Location

- Approximately 6.6 acres of Tribal Trust Land, Iyanbito Chapter, with perimeter length of approximately 2,180 linear feet.
- Scope includes: Demolition/removal of existing fencing, installation of new fencing, vehicular access gates, and optional ornamental enhancements.

##### B. Project Background

The project will replace and expand the perimeter fencing to enclose the full 6.6-acre site. Work includes demolition and removal of the existing, smaller perimeter fence, installation of a new fence system (two options provided below); concrete and structural work for posts and gates; and installation of vehicular entrance gates, including an optional ornamental main entrance gate.

##### C. General Requirements

1. Schedule a mandatory site visit to evaluate existing conditions, terrain, grades, access points, utility conflicts, drainage conditions, building constraints, and fencing alignment.
2. Verify all dimensions, linear footage, and property conditions prior to construction.
3. Protect all existing structures, utilities, roads, vegetation, and adjacent improvements from damage during construction.
4. Obtain all required permits, inspections, and utility locates as applicable.
5. Provide traffic and pedestrian control measures as necessary during construction activities.
6. Contractor shall furnish and install all additional appurtenances, materials, and labor not specifically listed but required for a complete, functional, and code compliant system, and notify the CPMD Project Manager of such items.

##### D. Project Technical Description

Contractor shall furnish all labor, materials, and equipment necessary to complete the work as described in this section. Unless otherwise specified, all items referenced herein shall be considered incidental and included within the project schedule.

###### 1. Demolition and Removal

- a. Contractor shall demolish and remove the existing fencing (enclosing a smaller area than the new 6.6- acre boundary).
- b. All materials, debris, and waste shall be hauled offsite and disposed of in accordance with applicable laws and regulations.
- c. Contractor to maintain a clean and safe worksite at all times

2. Fence Installation Options: Contractor shall provide cost proposals for both of the following fence system types, based on a perimeter of approximately 2,180 linear feet.

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Base Bid: No Climb Welded Mesh (358 Security Mesh) - Minimum Specifications

- a. Fence Height: 6 feet
- b. Panels: 358 welded mesh panels, 3" x 0.5" aperture, constructed of 8-gauge wire.
- c. Post: 2" X 2" square steel posts with post caps, minimum 11-gauge wall thickness, set at max. 8 ft. spacing.
- d. Rails: Two (2) horizontal 1.5" x 1.5" rails, minimum 11 gauge
- e. Finish: Black powder-coated finish on all components.

Alternate Bid: No Climb Vertical Bar Fence - Minimum Specifications

- a. Fence Height: 6 feet
- b. Pickets: 5/8" x 5/8" solid vertical bars, spaced 3.75" O.C. (meets no-climb standards)
- c. Rails: Two (2) horizontal 1.5" x 1.5" rails, minimum 11-gauge.
- d. Posts: 2" x 2" square steel posts with post caps, minimum 11-gauge wall thickness, set at max. 8 ft. spacing.
- e. Finish: Black powder-coated finish on all components.

### 3. Post Installation and Concrete Work

- a. Post Hole Preparation
  - Holes drilled by machine.
  - Excess soil/debris removed from site or relocated on-site.
- b. Posts Setting & Concrete Placement
  - All terminal, gate, and line posts set in concrete.
  - Gate entrances and perimeter corners reinforced with concrete columns.
  - Concrete poured beginning with terminal and gate posts, followed by line posts.
  - All posts aligned, plumbed, and braced until cured.
- c. Concrete Mix Specifications
  - 4,000 PSI strength.
  - 4" slump, air entrainment and fiber reinforcement.
  - Corner/gate columns to include chamfered edges.
- d. Curing
  - Posts to remain braced for a minimum of 48 hours before proceeding.

### 4. Gates

- a. Vehicular Entrance Gates (Base Requirement)
  - Two vehicular entrance gates shall be installed: one at the east side of entrance and one at the south side main entrance.
  - Gates shall match the design and finish of the selected fence system.
  - All gates shall include heavy-duty hinges and lockable manual latches.
- b. Main South Entrance Gate (Special Requirement)
  - The main south entrance gate shall be a recessed, manually

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operated entry gate, designed to allow 2-3 vehicles to pull off the County access road for temporary staging.

- Final gate setback and spacing shall be determined in the field, in consultation with the Project Manager and the Chapter Project Leader.
  - Gate type: 6' x 18' wrought iron, dual swing, cantilever-style manual entry gate.
  - Gate height shall be field-adjusted as necessary to ensure proper entrance operation and clearance.
- c. Optional Add-On (Separate Price Item)
- Contractor shall provide a separate cost proposal for an ornamental enhancement of the south entrance gate, incorporating:
    - Chapter insignia or name incorporated into the gate design.
    - Decorative wrought iron elements.
    - Optional stone or masonry columns or architectural treatments.

## FINAL INSPECTION AND COMPLETION

- A. Remove all construction debris, excess materials, and equipment from the site.
- B. Repair any areas disturbed during construction activities.
- C. Ensure all fencing and gates are fully operational.
- D. Conduct a final walkthrough inspection with the Chapter representative.
- E. Correct all deficiencies identified during final inspection prior to project acceptance.

## WARRANTY

- A. Provide a minimum one year warranty on labor, installation, and all installed hardware.
- B. All manufacturer warranties for fence and hardware shall be transferred to the Owner.
- C. Conduct a final walkthrough with the owner and address any deficiencies before project close out.

## 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

- Site Visit Acknowledgement Form signed and dated by the Contractor and Chapter
- Proof of General Contract Licensing
- Navajo Nation Certification Regarding Debarment, Suspension, and Contracting Eligibility
- Navajo Nation Certification Regarding Non-Collusion

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- Current IRS W-9, completed and executed
- Navajo Nation Responsibility for Subcontractors
- Navajo Nation Responsibility for Subcontractors Exhibit 1
- **For proposals exceeding \$50,000, a Bid Security equal to 10% of the total proposal amount is required.**
- Cost Proposal in a separate Sealed Envelope labeled: **IYANBITO CHAPTER FENCE CONSTRUCTION COST PROPOSAL**

## 3. ATTACHMENT SUMMARY

- ATTACHMENT A – Site Visit Acknowledge Form
- ATTACHMENT B – Cost Proposal Form
- ATTACHMENT C - Navajo Nation Certification Regarding Debarment, Suspension, Contracting Eligibility
- ATTACHMENT D – Navajo Nation Certification Regarding Non-Collusion
- ATTACHMENT E – Current W-9 Form, signed and completed
- ATTACHMENT F – Navajo Nation Responsibility for Subcontractors
- ATTACHMENT G – Navajo Nation Responsibility for Subcontractors Exhibit 1
- ATTACHMENT H – Site map

# IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION

BID# 26-02-4031DB

## ATTACHMENT A

### **Iyanbito Chapter House Fence Construction Site Visit Acknowledgement Form**

Project Location: Iyanbito, NM  
Chapter/Community: Iyanbito Chapter

This letter serves as formal documentation confirming that a site visit was conducted at the above-referenced project location on the date indicated. The purpose of the site visit was to:

- Visually assess the existing conditions of the facility and surrounding area.
- Identify potential challenges, hazards, and access limitations.
- Collect technical information relevant to the planning and execution of the renovation project.
- Collaborate with project stakeholders and site representatives to initiate and define the preliminary Scope of Work (SOW).

Following this site visit, a preliminary Scope of Work was developed and documented. This scope outlines the anticipated work items, fencing requirements, and site-specific considerations.

#### Contractor/Proposer

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

#### Chapter Representative

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION

BID# 26-02-4031DB

**ATTACHMENT B**

**RFP PROPOSAL FORM**

TO : THE NAVAJO NATION  
Herein after called "OWNER"

The undersigned, having examined the proposed Contractor Documents titled:

**IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION  
McKINLEY COUNTY, NEW MEXICO  
BID NUMBER: 26-02-4031DB**

Having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform operations necessary to complete the Fence Installation Services. 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 Bid No Climb Welded Mesh: \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_).

Alternate Bid No Climb Vertical Bar Fence: \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_).

Alternate Bid Optional Add-On (Separate Price Item): \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_).

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

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.

# IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION

BID# 26-02-4031DB

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

**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: \_\_\_\_\_

PRINT HERE: \_\_\_\_\_

SIGNATURE OF PROPOSER: \_\_\_\_\_



**IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION**  
**BID# 26-02-4031DB**  
**ATTACHMENT D**

**NAVAJO NATION CERTIFICATION**  
**Regarding Non-Collusion**

\_\_\_\_\_

Consultant/Project Name	Work Location
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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

*NNDQJ10-25*



**IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION**  
**BID# 26-02-4031DB**  
**ATTACHMENT F**

**NAVAJO NATION CERTIFICATION**  
**Responsibility for Subcontractors**

\_\_\_\_\_  
 Consultant/Project Name

\_\_\_\_\_  
 Work Location

In accordance with Navajo Business Opportunity Act, 5 N.N.C. §§ 201-15, Applicant, in either its present form or in any other identifiable capacity, certifies and acknowledges the following:

1. Applicant has submitted/is submitting an Offer to the Navajo Nation for the above-named Project;
2. the signatory below is authorized to represent the Applicant for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. as of the date of signature below, said Applicant intends to use the subcontractors listed on the attached document, titled "Exhibit 1", for the above-named Consultant/Project;
4. none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the United States federal government, any state government, or the Navajo Nation;
5. none of the subcontractors are debarred, suspended, otherwise slated for debarment, ineligible and/or excluded from participation on any government contracts, including but not limited to federal, state, and tribal government contracts;
6. none of the subcontractors are, nor have they been, under criminal indictment or civilly charged by a governmental entity for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property, or other criminal offenses in the administration of a government contract;
7. none of the subcontractors have been terminated for cause or convenience by a governmental entity in the administration of a government contract; and
8. Applicant shall assume all legal responsibility for the work of all subcontractors on the Consultant/Project, including performing all subcontractors' duties as necessary or replacing any subcontractors as necessary in keeping with Navajo Nation laws, in order to guarantee Applicant is submitting an offer that is genuine and not collusive or a sham to the Navajo Nation.

\_\_\_\_\_  
 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



IYANBITO CHAPTER HOUSE FENCE CONSTRUCTION  
BID# 26-02-4031DB  
**ATTACHMENT H**

**Project Site Map**

Iyanbito Chapter, Navajo Nation  
McKinley County, New Mexico

