NAVAJO NATION
CAPITAL PROJECTS
MANAGEMENT
DEPARTMENT

REQUEST FOR PROPOSAL
ChiChilTah Chapter
September 24, 2026

BID REFERENCE NO. 26-09-4315DB

CONSTRUCTION SERVICES FOR CHICHILTAH CHAPTER

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE
BID# 26-09-4315DB

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 Chichiltah Chapter in McKinley County, New Mexico, invites qualified Contractors to submit proposals for construction services for the Chichiltah Chapter House Compound Fence. 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 Projects 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 Chichiltah Chapter is required for all General Contractors submitting a proposal. Please schedule a date before the site visit, contact Roselyn John, Community Service Coordinator at (505) 713-9994/5137 or rjohn@nnchapters.gov. 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** **October 22, 2026**
- **Deadline for RFP Submittal** **October 26, 2026**
- **Proposal Opening Evaluations** **October 27, 2026**

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

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE
BID# 26-09-4315DB

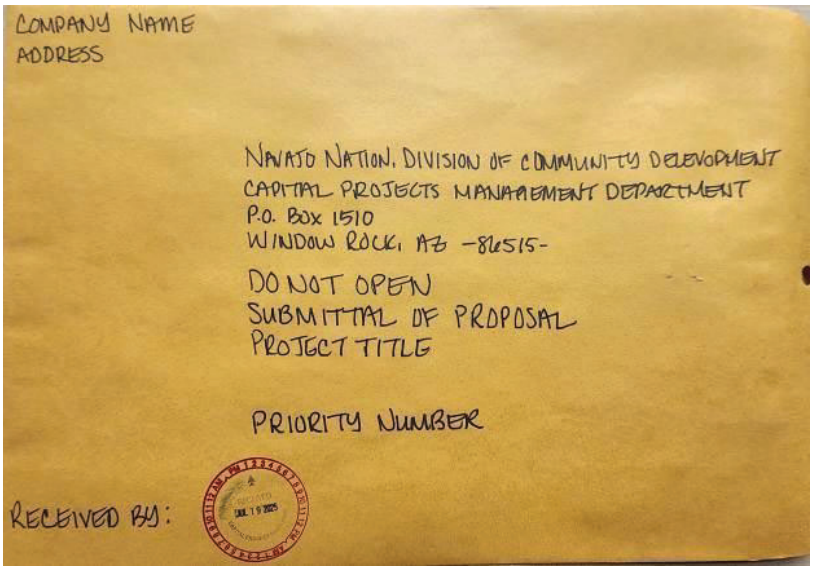
DEADLINE TO SUBMIT QUESTIONS

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 October 22, 2026**. Written responses to all submitted questions, along with any RFP amendments, will be issued in writing and distributed to all interested parties.

SUBMISSION OF PROPOSALS

All Offeror submittals must be received no later than **4:00 PM (MST) October 26, 2026** for review and evaluation. Submittals received after this deadline will not be accepted or considered.

Submittals must be addressed and delivered in a sealed opaque envelope to the Navajo Nation Division of Community Development (DCD), Capital Projects Management Department (CPMD), ATTN: Charmayne Eriacho or Carrera Brown, 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 Proposal, CHICHILTAH CHAPTER HOUSE COMPOUND FENCE"
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, 2296 Window Rock Blvd, NN Admin Bldg. #2, 2nd Floor South, Window Rock, AZ 86515 on **October 27, 2026.** 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.

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 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

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

Carrera Brown, Project Manager
Capital Projects Management Department
Navajo Nation Division of Community Development
P.O. Box 1510
Window Rock, AZ 86515
Email: cbrown@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

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 the State of Incorporation and the legal signature or an office authorized to bind the corporation to a contract.

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE
BID# 26-09-4315DB

Proposals shall be made out to the order of the Owner and delivered in a *separate, enclosed sealed envelope*, marked **"CHICHILTAH CHAPTER HOUSE COMPOUND FENCE, 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.

PROPOSAL EVALUATION RANKING SYSTEM

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	Contractors License		5
3	Current W-9 Form, completed and signed		5
4	Navajo Nation Certification Regarding Debarment, Suspension, and Contract Eligibility		5
5	Navajo Nation Responsibility for Subcontractors		5
6	Navajo Nation Responsibility for Sub-Contractors Exhibit 1		5
7	Navajo Nation Certification Regarding Non-Collusion		5
8	For proposals exceeding $50,000, a **bid security** equal to 10% of the proposal amount is required.		10
9	Cost Proposal		30
	Base 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

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.

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.

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 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.

PERFORMACE 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 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.

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE

BID# 26-09-4315DB

SCOPE OF WORK

Chichiltah Chapter House Compound Fence
By CPMD Project Managers: Charmayne Eriacho & Carrera Brown
Navajo Nation Capital Projects Management Department

PROJECT DETAILS

- Project Location: Chichiltah, NM.
    - 73RV+Q6 Vanderwagen, New Mexico = Google Maps Coordinates
    - Chichiltah, NM
- Fence Installation: CPMD met with the Chichiltah Chapter House to plan the project, draft a Scope of Work, and identify the necessary equipment for this project.

GENERAL REQUIREMENTS

The Contractor shall furnish all labor, materials, and equipment necessary to construct a commercial grade chain-link fence around the designated area on the Chichiltah Chapter House.

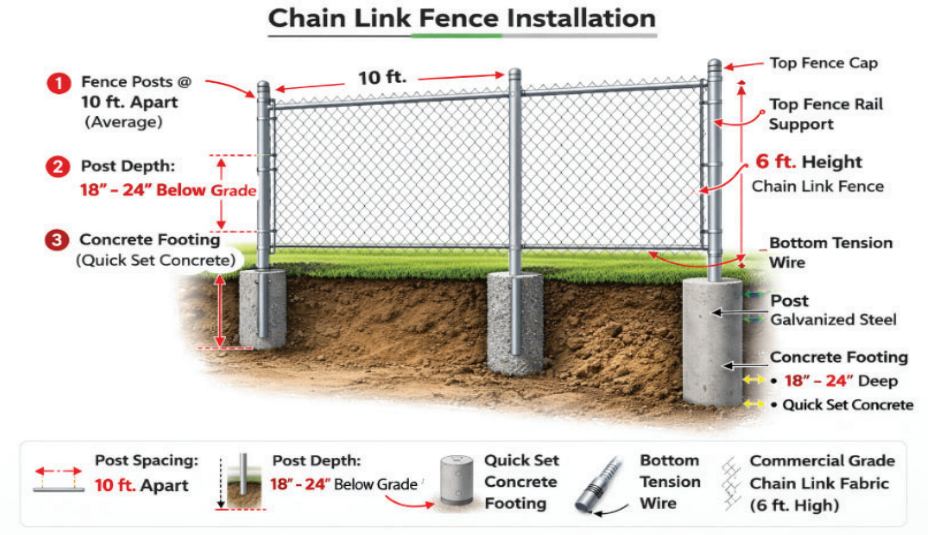
SPECIFICATIONS

A. DEMOLATION

- Demolition of current fence line
- Site cleanup from pervious fence line
- Proper disposal of previous fence line at proper land fill/recycling site.
- NOTE: CAN NOT use Chichiltah Chapter House Disposal site / dumpster.

B. FENCE INSTALLATION-Follow Current fencing layout.

- Fence posts shall be installed at an average of 10 feet apart, depending on terrain with top fence cap.
- All Fence posts shall be set minimum depth of 18”-24” below grade.
- All Fence post shall be set with quick set concrete
- Provide a top fence rail support.
- Provide and install bottom tension wire along the base of the fence fabric.
- Provide and install a commercial grade 6-foot-high chain-link fence.



C. GATE INSTALLATION

1. Install the current gate that chapter house has on site. New heavy-duty steel gate support posts designed to accommodate the existing prefabricated metal gate provided by the Chapter House.
2. The existing prefabricated metal gate shall be removed and reinstalled by the Contractor at the designated location as directed by the Chapter House.
3. Gate support posts shall be adequately sized, reinforced, and installed in reinforced concrete footings to safely support the full weight of the existing gate and all operational loads.
4. Install all necessary hinges, hardware, anchorage, and accessories required to ensure the gate is properly aligned, operates smoothly, and functions safely.
5. The completed installation shall provide a stable, free-standing gate assembly capable of withstanding normal operating conditions without excessive movement, sagging, or misalignment.
6. The Contractor shall verify field dimensions and the condition of the existing gate prior to installation and notify the Owner of any deficiencies that may affect proper operation.

D. MATERIALS

1. Fence fabric: Commercial grade, galvanized steel chain-link.
2. Line posts, terminal posts, and gate posts: Galvanized steel, sized for a 6-foot fence.
3. Tension wire: Galvanized steel bottom tension wire.
4. All hardware, ties, and fasteners shall be galvanized for durability.
5. Concrete: All terminal and gate posts have to be set in concrete footings.
6. Signs must be professionally printed and materials should be weather proof.

E. WORKMANSHIP

1. Fence line shall follow existing site contours while maintaining uniform height where feasible.
2. All posts shall be plumb, aligned, and properly braced.
3. Gates shall swing freely, latch securely, and align with the fence line.
4. Work shall comply with ASTM standards for commercial chain-link fencing.
5. All workmanship shall carry a one-year warranty period from the final date of completion.
6. The contractor shall respond to warranty work orders provided from Standing Rock Chapter House in a timely manner.

F. SITE REQUIREMENTS

1. Site Verification: Prior to submitting a proposal, the Offeror shall verify the required site preparation work with the Chapter House Official during the site visit. The Offeror shall include all labor, materials, equipment, supervision, transportation, excavation, backfill, grading, and incidentals necessary to complete the work. The

contractor shall coordinate fence layout and gate placement with the Chapter prior to installation.

2. Final Grading: Upon completion of the work, the Contractor shall restore and fine-grade the disturbed area to provide a smooth, safe, and properly drained entrance. All excess excavated material and construction debris shall be removed from the project site and disposed of in accordance with applicable regulations.

FINISH AND CLEANUP

1. Provide all warranties and maintenance instructions.
2. Conduct a final walkthrough with the owner and address any deficiencies before the project closes out.

GENERAL MAP LOCATION (Fence will follow ORANGE Line)



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 Licensing
   - Navajo Nation Certification Regarding Debarment, Suspension, and Contracting Eligibility
   - Navajo Nation Certification Regarding Non-Collusion
   - 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: **CHICHILTAH CHAPTER HOUSE RENOVATION COST PROPOSAL**

3. ATTACHMENT SUMMARY
   - ATTACHMENT A – Site Visit Acknowledge Form
   - ATTACHMENT B – Cost Proposal Form (in a *separate, enclosed sealed envelope*)
   - 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

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE
BID# 26-09-4315DB

ATTACHMENT A

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE
Site Visit Acknowledgement Form

Project Location: Chichiltah Chapter House, Chichiltah, NM

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 construction compound fence 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, construction requirements, and site-specific considerations.

Contractor/Proposer

Print Name: _____

Title: _____

Signature: _____

Date: _____ / _____ / _____

Time In: _____

Time Out: _____

Chapter Representative

Print Name: _____

Title: _____

Signature: _____

Date: _____ / _____ / _____

ATTACHMENT B

RFP PROPOSAL FORM

TO: THE NAVAJO NATION
Herein after called "OWNER"

The undersigned, having examined the proposed Contractor Documents titled:

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE
McKINLEY COUNTY, NEW MEXICO
BID NUMBER: 26-09-4315SB

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 Construction 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 PROPOSAL: _____

_____ ($_____).

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.

_____

_____

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.

CHICHILTAH CHAPTER HOUSE COMPOUND FENCE

BID# 26-09-4315DB

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

DATE OF PROPOSAL: _____

PRINT HERE:

SIGNATURE OF PROPOSER: _____

ATTACHMENT C

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 _____

NNDOJ10-25

ATTACHMENT D

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

NNDOJ10-25

ATTACHMENT E

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.

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.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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 . . . . . ☐

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:

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

Cat. No. 10231X — Form **W-9** (Rev. 3-2024)

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

ATTACHMENT G

NAVAJO NATION CERTIFICATION
Responsibility for Subcontractors
Exhibit 1

Subcontractor Name	Contact Information