MEMORANDUM - NOTICE

TO : All Bidders

FROM :

Arthur Hardy
Project Manager
DCD/Capital Projects Management Department

DATE : October 30, 2026

SUBJECT: ADDENDUM #1 Re-Advertising with corrections
RFP No. 26-10-4323JB

Notice is hereby given with Addendum One (1) to Request for Proposal# 26-10-4323JB. Manuelito Chapter Sewage Lagoon Improvement with a new date to posting of the RFP. There are new dates for the different elements in the schedule.

1. **RFP SCHEDULE DEADLINE:**

ORIGINAL DATES:	Request for Proposals:	October 27, 2026
	Bids Due:	November 13, 2026
	Bid Opening:	November 13, 2026
	Notice of Selection:	TBD
NEW SCHEDULE DATES:	Request for Proposals:	October 27, 2026
	Bids Due:	November 13, 2026
	Bid Opening:	November 18, 2026
	Notice of Selection:	TBD

All other RFP requirements and proposals format remain unchanged.

If you have any questions, contact me at ahardy@nndcd.org or (928) 357-6862.

Thank you.

NAVAJO NATION DIVISION OF
COMMUNITY DEVELOPMENT

REQUEST FOR PROPOSAL
NO. CPMD 26-10-4323JB
MANUELITO CHAPTER SEWAGE LAGOON IMPROVEMENT
BID REFERENCE #26-10-4323JB
OCTOBER 26, 2026

CONSTRUCTION SERVICES FOR MANUELITO CHAPTER SEWAGE LAGOON IMPROVEMENT

PROJECT NAME: Manuelito Chapter Sewage Lagoon Improvement

BID# 26-10-4323JB

REQUEST FOR PROPOSALS

OVERVIEW ON REQUEST FOR PROPOSAL

The Navajo Nation Division of Community Development (DCD), Capital Projects Management Department (CPMD) on behalf of the MANUELITO CHAPTER HOUSE in Manuelito, New Mexico, invites qualified contractors to submit proposals for the improvement of the Manuelito Chapter House sewage Lagoon. This Request for Proposals (RFP) accounts for a preliminary evaluation of the offeror(s) qualifications, proposed scope of work, site knowledge, and project timeline. The 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 Owner-Contractor Agreement, the Conditions of the Contract (General Supplementary and other conditions), the Scope of Work and all Addenda issued prior to and all Modifications issued after execution of the Contract.

SECURING DOCUMENTS

Contract Documents will be sent out by CPMD/ Project Manager and sent by email. **No Mandatory Pre-Proposal Conference for this project**.

EXAMINATION MANDATORY

A MANDATORY site visit with the Manuelito Chapter House is A MUST for all Contractors submitting a proposal. To schedule a visit, contact Regan Hawthorne, CSC at (505) 905-3073. 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** **November 11, 2026**
- **Deadline for RFP Submittal** **November 13, 2026**
- **Proposal Opening Evaluations** **November 13, 2026**

This Request for Proposals (RFP) is issued by the Capital Projects Management Department (CPMD) on behalf of the Manuelito Chapter House, 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.

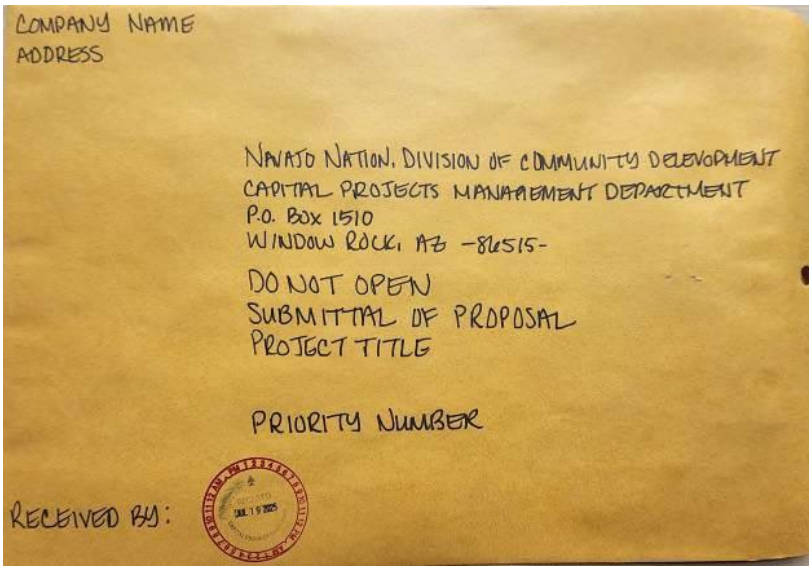
DEADLINE TO SUBMIT QUESTIONS

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 November 11, 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 November 13, 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 Procurement Department**, P.O. Box 3150, Window Rock, AZ 86515 if USPS Mail, U.P.S., or FEDEX are preferred methods of delivery, if not hand delivered, to 2559 Window Rock Blvd, NN Admin Bldg. #1, 1st Floor South, Window Rock, AZ 86515.



Proposal submittals must be **sealed** and clearly labeled on the outside of the package to indicate the Offeror's **Navajo Nation Priority status**, if applicable, along with the following statement: **"DO NOT OPEN – Submittal of Proposals, PROJECT NAME.** 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 **November 4, 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, 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 of at least two persons shall be established for this Procurement, with at least one person from CPMD, and one person from the Chapter. The Selection Committee shall perform the review, evaluation, and ranking of all eligible Proposals, and shall determine which Proposals are Responsive and which are Non-Responsive; a Responsive determination by the Selection Committee alone shall not guarantee a Contract Award, rather, the ultimate determination of eligibility for a Contract Award and ultimate selection of an Contractor for a Contract Award shall be in accordance with the Navajo Business Opportunity Act, and other applicable Navajo Nation laws. Negotiations with the 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.

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

Art Hardy
Project Manager,
Capital Projects Management Department
P.O. Box 1510
Window Rock, AZ 86515
Phone: (928) 357-6862
Email: ahardy@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 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 "Manuelito Chapter Sewage Lagoon Improvement, 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 the 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.

Navajo Nation Business Regulatory Source List- Latest Edition. Provide Navajo Nation Business Regulatory priority number assigned to the firm on the 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.

PROJECT NAME: Manuelito Chapter Sewage Lagoon Improvement

BID# 26-10-4323JB

All proposals shall remain firm for a period to approval of the Navajo Nation 164 contract approval process. Contractor shall be beginning construction within thirty (30) days after the contract NN164 approval.

Proposals may not be modified after submittal. Proposers may withdraw proposals at any time before the proposal opening, but may not resubmit them. No proposal may be modified or withdrawn after the proposal opening.

All applicable permits, deposits, fees, federal, state, and tribal taxes shall be included in the proposal. The Owner reserves the right to reject any or all proposals or to waive any informalities in any proposals.

RANKING SHEET FOR GENERAL CONTRACTORS

For Contractor proposals, proper objective criteria for the determination of responsive proposals must be listed, and all contractors who submitted proposals must be ranked accordingly. Proposals shall be opened in accordance with the Navajo Nation Procurement Act and Regulations and the Navajo Business Opportunity Act (NBOA), 5 N.N.C. § 201 et seq. The contractor selected for the contract must be as least minimally qualified (i.e., a responsive proposal) and should be a Priority No. 1 or No. 2 certified firm. If no Priority 1 or Priority 2 firms have submitted a responsive proposal, then the non-Navajo firm selected must have the lowest price of all responsive proposals submitted by non- Navajo firms.

No.	Ranking items		Evaluation Criteria
1	Site Visit conducted and verified through a signed Site Visit Confirmation Document.		30
2	Contractor License		5
3	Current W-9 Form, Completed & 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	$	
	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.

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 Arizona or another agency is required, state license or membership number (e.g., Professional Architect, Professional Engineer, General Contractor) shall be provided. Contractor shall have and maintain a State Contractor's license throughout the project.

The Owner or their authorized representative, interprets the intent of this section to be for the regulation of the conduct of those engaged in the business of contractor so as to discourage certain bad practices which might be indulged into the detriment of the public and to protect the Navajo Nation against unscrupulous and unqualified persons purporting to have the capacity, knowledge, and qualifications of a Contractor.

ACCESS TO RECORDS

The 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. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate;
   b. Auto Liability minimum limit of $1,000,000 per accident and should include non-owned autos;
   c. Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of $1,000,000/$1,000,000/$1,000,000.

d. **The Navajo Nation shall be named as additional insured for general and auto liability coverages only.**

Approval of insurance: Even though a "Notice to Proceed" may have been given by the CPMD, the "offeror" and subcontractors(s) shall not begin work under this Contract, or solicitation until the required insurance has been obtained and the proper Certificate of Insurance (or insurance policies) has been filed with CPMD. Neither approval nor failure to approve certificates, policies, or insurance by the CPMD shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

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 it's 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 IS ON THE NEXT PAGE

SCOPE OF WORK

Manuelito Chapter Sewage Lagoon Improvement

Prepared by: Art Hardy-Project Manager
Navajo Nation Capital Project Management Department

PROJECT DETAILS:

1. Project Location: Manuelito Chapter Sewage Lagoon Improvement, Manuelito Chapter, 26b Hunters Point Rd, Mentmore, New Mexico 87319.
2. Sewage Lagoon Improvement: CPMD met with the Manuelito Chapter Manager to plan the project, draft a Scope of Work, and located current lagoon with 2 cells on site. Lagoon cell 1: Primary Treatment. Lagoon cell 2: Secondary Treatment. Cell 1 flows into Cell 2 via gravity, NO pumps on site.
3. Scope of Services Requested: Sewage Lagoon Improvement, evaluate, design and develop/improve the Chapter Sewer Lagoon System.
4. Delivery Address: 26b Hunters Point Rd, Mentmore, New Mexico 87319.
5. Shipping and Delivery costs are considered the responsibility of the bidder and shall be included in the Bid Cost.
6. Include an estimate delivery timeframe in RFP.
7. Ensure the location is not located Within the Hundred-Year floodplain.

PRE-CONSTRUCTION REQUIREMENTS:

1. Schedule a mandatory site visit to evaluate existing conditions, access points, utility conflicts, and building constraints if any.
2. Notify Navajo Nation Environmental Protection Agency before starting earthwork and during construction.
3. Verify all dimensions and property conditions prior to construction.
4. Protect all existing structures, utilities, roads, vegetation, and adjacent improvements from damage during construction.
5. Obtain all required permits, inspections, and utility locates as applicable.
6. Provide traffic and pedestrian control measures as necessary during construction activities.
7. All work shall comply with applicable building codes, plumbing codes, electrical codes, mechanical codes, wastewater codes, clean water act.
8. Dispose of all waste materials off site in accordance with applicable regulations.
9. Contractor shall furnish and install all additional appurtenances, materials, and labor not specifically listed but required for a complete, functional, and code compliant building, and notify the CPMD Project Manager of such items.

MATERIAL SPECIFICATIONS: Include but not limited to-

1. Schedule and class of sewer main and all appurtenances, including approval status by testing and certification organizations.
2. Make, model, horsepower, and performance curve of all pumping equipment.
3. Liner material for lined wastewater lagoons.

4. Material specifications for septic tank, appurtenances, and absorption system materials.
5. Chemicals to be used for wastewater treatment together with usage information.

GENERAL DESIGN DATA:

1. Description of the project.
2. Number and type of existing and proposed service connections.
3. Estimated details of average daily and peak flows.
4. Physical, chemical, and biological characteristics of wastewater.
5. Assumptions underlying design parameters and analyses, and justification.
6. Detailed hydraulic analyses and the sizing of sewer pipes and appurtenances.
7. Minimum and maximum flow velocities.
8. Pump design details.
9. Septic tank capacity, material, dimensions, and other features, and the name and address of the manufacturer.
10. Design details of service connections, sewage pumps, and discharge lines, including schedule, grade, type, pipe slope, and discharge capacity.
11. Report summary on flooding potential for the area in which on-site wastewater treatment system is located.
12. Results of geotechnical investigations, including but not limited to borehole logs, soil classification, groundwater level, permeability, percolation tests, compaction tests, and strength parameters.
13. Estimated soil absorption rate, seepage rate, and evaporation rate, and the proposed size and arrangement of the wastewater lagoons, with explanation.
14. Design of hydraulic and organic loading, and the operation and maintenance procedures to be followed when loading.
15. Report anticipated treatment efficiency, effect of effluent seepage into groundwater, and the physical, chemical and biological characteristics of that effluent.
16. Include embankment or dike design.
17. Provide freeboard with justification.
18. Report on liner properties and design details.
19. Locate all building sewer and water service lines leading to main trunk line.
20. Site Topography – A detailed topographical map of the project site shall be provided, showing the arrangement of the present or planned wastewater treatment system and both the original and final grades for the site, with a contour interval not greater than two (2) feet. *Elevations shall be based on North American Vertical Datum 1988 or more recent adjustment.*

FENCING: CELL 1 AND CELL 2:

1. Install chain link fencing around Cell 1 and cell 2 in accordance with ASTM F1043, F1083, A392, A824.

2. Chain link fence must not exceed 10 feet in height.
3. Windload must be considered in framework.
4. External fence coating type A, B, C.
5. Internal fence coating type A, B, C, D.
6. Framework must meet require strength tests, tension tests, adhesion tests, and crosshatch tests to ensure structural integrity and coating durability.

EARTHWORK:

1. Follow Navajo Tribal Utility Authority standards for all earthwork including excavation and backfilling.
2. Excavation will require layout and staking per approved plans.
3. Protection of existing utilities and site stability.
4. Excavation of rock, soil, and dewatering as needed.
5. Ensure proper drainage away from structures and water sources.
6. Maintain approved cross-sections and slopes for drainage and stability.
7. Use approved materials and compact layers to specified density for bedding and backfill.
8. Ensure imported backfill material meets quality standards and shall be compacted to specifications.
9. Ensure that moisture content and density tests are following specifications.
10. Document compaction tests and retain records for inspection.
11. Navajo Nation Environmental Protection Agency will inspect excavation, grading, and compaction for compliance before proceeding to next construction stage.
12. All fill and bedding materials must meet Navajo Tribal Utility Authority and Navajo Nation Environmental Protection Agency standards for wastewater facilities/sites.

BASE BID

SEWER LAGOON IMPROVEMENT:

1. SEWER LAGOON CELL 1:

- Sludge removal/Clean out
- Sludge assessment report and management plan
- Liner Addition or replacement installation
- Baffling curtain installation
- Lift pump station installation (if applicable)
- Disinfection system addition/construction (if applicable)
- Ensure Effluent discharge meets NNEPA and Surface Water Quality standards and Effluent from any on-site wastewater system is not discharged to surface waters or upon the surface of the ground

- Ensure no surface runoff is discharged into the wastewater treatment system
- Ensure the wastewater treatment system does not create or contribute to a public health hazard nor violate any provision of the Navajo Nation Clean Water Act
- Replacement of deteriorated pipeline(s) with new pipeline
- Replacement of defective equipment with equipment that meets current NNCWA, NNEPA, Surface Water Quality Standards
- Identify streams, ditches, watercourses, ponds, subsurface drains in the vicinity of the sewer lagoons
- Verify Cell 1 is at the required depth and pitch to receive waste material. Excavation may be required.
- If local earth soil is unsuitable for bedding or liner, import bedding material suitable for cell
- Identify infiltration/inflow contributing sanitary sewer system defects and inflow sources.
- Identify sewer system structural and corrosion-related defects.
- Identify hydraulic flow restrictions caused by undersized downstream facilities or defects.
- Identify hydraulic restrictions caused by buildup of grit, debris, fats, oils, and grease (FOG) and other obstructions.
- Provide a detailed report on identified flow, structural, hydraulic restrictions for Cell.
- Develop options for system improvements based on reports and identification of hydraulic issues.

2. SEWER LAGOON CELL 2:

- Sludge removal/Clean out
- Sludge report and management plan
- Liner Addition or replacement installation
- Baffling curtain installation (if applicable)
- Lift pump station installation (if applicable)
- Disinfection system addition/construction (if applicable)
- Ensure Effluent discharge meets NNEPA and Surface Water Quality standards and Effluent from any on-site wastewater system is not discharged to surface waters or upon the surface of the ground
- Ensure no surface runoff is discharged into the wastewater treatment system
- Ensure the wastewater treatment system does not create or contribute to a public health hazard nor violate any provision of the Navajo Nation Clean Water Act
- Replacement of deteriorated pipeline(s) with new pipeline
- Replacement of defective equipment with equipment that meets current NNCWA, NNEPA, Surface Water Quality Standards

- Identify streams, ditches, watercourses, ponds, subsurface drains in the vicinity of the sewer lagoons
- Verify Cell 2 is at the required depth and pitch to receive waste material. Excavation may be required.
- If local earth soil is unsuitable for bedding or liner, import bedding material suitable for cell
- Identify infiltration/inflow contributing sanitary sewer system defects and inflow sources.
- Identify sewer system structural and corrosion-related defects.
- Identify hydraulic flow restrictions caused by undersized downstream facilities or defects.
- Identify hydraulic restrictions caused by buildup of grit, debris, fats, oils, and grease (FOG) and other obstructions.
- Provide a detailed report of identified flow, structural, hydraulic restrictions for Cell.
- Develop options for system improvements based on reports and identification of hydraulic issues.

FINAL INSPECTION AND COMPLETION:

1. Upon completion of work, thoroughly clean the work areas and remove all construction debris, surplus materials, and equipment from the site.
2. Provide results of lamp tests, pressure/leakage tests, and air tests conducted on sewer lines, manholes, lift stations, and septic tanks, and the results of pressure/leakage tests conducted on force mains.
3, Provide results of field compaction tests conducted on earthwork.
4. Provide results of liner tests.
5. Correct all deficiencies identified during the pre-final inspection.
6. A letter of acceptance from the relevant entity to be responsible for the operation and maintenance of the wastewater treatment facility.
7. List any and all information specified on the construction permit, or other pertinent information for the project.
8. Provide plans and profiles for all sewer line, manholes, force mains, and lift stations with elevations shown from primary start point of wastewater disposal system, include size of pipelines
9. Provide As-built construction drawings.
10. Test all applicable plumbing, electrical fixtures to verify proper operation.
11. Conduct a final project inspection with CPMD, the Chapter representatives, and the Contractor.
12. Complete all required close-out documentation and obtain Owner acceptance of the completed work.

WARRANTY:

1. Provide a minimum one-year warranty covering labor, installation, workmanship, and all installed hardware.
2. Transfer all applicable manufacturer warranties for installed materials and equipment to the Owner.

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 ability to obtain Performance & Payment Bond
- Proof of Licensing
- Navajo Nation Certification Regarding Debarment, Suspension, and Contracting Eligibility
- Navajo Nation Certification Regarding Non-Collusion 14
- 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: MANUELITO CHAPTER HOUSE SEWAGE LAGOON IMPROVEMENT 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 – Current W-9 Form, signed and completed
- ATTACHMENT E – Navajo Nation Responsibility for Subcontractors
- ATTACHMENT F – Navajo Nation Responsibility for Subcontractors Exhibit 1
- ATTACHMENT G – Proof ability to obtain Performance & Payment Bond
- ATTACHMENT H– Navajo Nation Certification Regarding Non-Collusion

ATTACHMENT A

Site Visit Acknowledge Form
MANUELITO CHAPTER SEWAGE LAGOON IMPROVEMENT
BID REFERENCE #26-10-4323JB

Project Location: Manuelito Chapter Sewage Lagoon Improvement, Manuelito Chapter, 26b Hunters Point Rd, Mentmore, New Mexico 87319.
Chapter/Community: Manuelito Chapter, Manuelito, New Mexico

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 Contractor's Scope of Work was developed and documented. This scope outlines the anticipated work items, renovation requirements, and site-specific considerations.

Contractor/Proposer

Print Name: _____

Signature: _____

Date: _____ / _____ / _____

Chapter Representative

Print Name: _____

Signature: _____

Date: _____ / _____ / _____

ATTACHMENT B

COST PROPOSAL FORM

TO : THE NAVAJO NATION
Herein after called "OWNER"

The undersigned, having examined the proposed Contractor Documents titled:

MANUELITO CHAPTER SEWAGE LAGOON IMPROVEMENT
MANUELITO, NEW MEXICO
BID NUMBER: 26-10-4323JB

Having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment and appliances, and to perform operations necessary to complete the Renovation Work. The aforementioned Work will be identified as "Cost Proposal", for the stipulated sum in both words and figures. (**In case of discrepancy, the amount in words will govern.**)

COST 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.

PROJECT NAME: Manuelito Chapter Sewage Lagoon Improvement

BID# 26-10-4323JB

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

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 E

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 F

NAVAJO NATION CERTIFICATION

Responsibility for Subcontractors

Exhibit 1

Subcontractor Name	Contact Information

ATTACHMENT G

PROOF ABILITY TO OBTAIN PERFORMANCE & PAYMENT BOND

PROJECT:

The undersigned Contractor certifies that it has the ability and bonding capacity to obtain and provide the required Performance Bond and Payment Bond for construction projects administered by the Navajo Nation Capital Projects Management Department (CPMD).

The Contractor understands that, when required by the Navajo Nation, Performance and Payment Bonds must be provided in the required amounts and forms and within the two-week timeframe specified by the Navajo Nation contract documents.

The Contractor further certifies that, upon issuance of a Notice to Proceed for a Navajo Nation project requiring bonding, it will provide valid and acceptable Performance and Payment Bonds issued by the surety company authorized to provide such bonds.

This certification is provided to the Capital Projects Management Department as confirmation of the Contractor's ability and commitment to meet the Navajo Nation's bonding requirements.

CONTRACTOR:

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

PROJECT NAME: Manuelito Chapter Sewage Lagoon Improvement

BID# 26-10-4323JB

ATTACHMENT H

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