NAVAJO NATION DIVISION OF
COMMUNITY DEVELOPMENT

REQUEST FOR PROPOSAL
NO. CPMD 0000-00-00

CROWNPOINT CHAPTER HEADSTART BUILDING PURCHASE
BID REFERENCE #26-11-4325JB
OCTOBER 27, 2026

CONSTRUCTION SERVICES FOR CROWNPOINT CHAPTER HEADSTART BUILDING PURCHASE

PROJECT NAME: Crownpoint Chapter Headstart Building Purchase

26-10-4325JB

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 CROWNPOINT CHAPTER HOUSE in Crownpoint, New Mexico, invites qualified contractors to submit proposals for the purchase of a Headstart Modular building. 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 Crownpoint Chapter House is A MUST for all Contractors submitting a proposal. To schedule a visit, contact Aaron Edsitty, CSC at (505) 786-2130. 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 18, 2026**

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

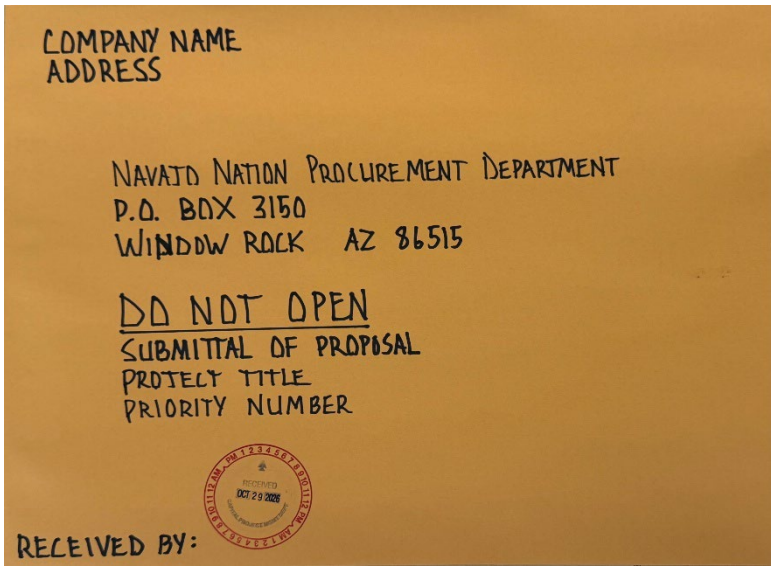
DEADLINE TO SUBMIT QUESTIONS

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

The Procurement awarding team shall open Proposals received prior to the Offer Submission Deadline pursuant to Section 11 of the Navajo Nation Procurement Regulations as amended by Resolution CMA-22-26 of the Navajo Nation Council. The Procurement awarding team shall be comprised of pre-established decision makers and other Navajo Nation employees attending in an advisory capacity.

All eligible Proposals shall be opened at the Navajo Nation CPMD Conference room on **November 18, 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 The Procurement awarding team decision makers shall be as follows: Head of the Sponsoring Entity; One (1) employee from the Procurement Department; One (1) employee randomly selected by the Procurement Department, who shall be from another Navajo Nation Division, Department, or Program from the Sponsoring Entity and the Office of the Controller. The Procurement awarding team advisory members shall be as follows: One (1) representative from the Business Regulatory Department; One (1) representative from the Department of Justice OR Office of Legislative Counsel, Legislative Branch OR Judicial Branch Administration for Judicial Branch Procurement. *Remote meeting capability must also be provided to all members.*

SELECTION COMMITTEE & EVALUATION

The Procurement awarding team 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 Procurement awarding team 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 is permitted.

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 (Offer Security, 23.04, (A), (1), NN Procurement Regulations 2026) 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 $ 100,000.00 shall require a 10 percent (10%) bid guarantee at the submittal of proposal (Offer Security, 23.04, (A), NN Procurement Regulations 2026)

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 **"Crownpoint Chapter Headstart Building Purchase, 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.

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 $100,000, 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 in accordance with 18.03, Post-Contract Award, (A), NN Procurement Regulations 2026)

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

CROWNPOINT CHAPTER HEADSTART BUILDING PURCHASE

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

Project Name:	Crownpoint Chapter Headstart Building Purchase
Project Location:	Crownpoint Chapter, Crownpoint, New Mexico, McKinley County USA
Owner/Client:	Crownpoint Chapter Government, Navajo Nation
Project Number:	#609-23-H2554
Prepared By:	Art Hardy, Project Manager, CPMD
Date:	October 26, 2026

1. PROJECT OVERVIEW

The purpose of this project is to *provide* and *purchase* a *TURNKEY* modular building facility to support the educational, developmental, and operational needs of the Navajo Head Start Program. The facility shall be designed, fabricated, transported, installed, and completed in accordance with the approved project plans, specifications, applicable building codes, and requirements established by the Owner and the Authority Having Jurisdiction.

The modular building shall provide a safe, accessible, functional, and developmentally appropriate learning environment for preschool-aged children, teachers, administrative personnel, and program support staff.

The completed facility shall support early childhood education, classroom instruction, child development activities, staff operations, and other functions necessary for the effective delivery of Head Start services.

2. PROJECT OBJECTIVES

The primary objectives of the project are to:

1. Provide a durable, code-compliant modular facility suitable for Navajo Head Start educational operations (24’ x 50’ = 1200 sq. ft.)
2. Establish safe and accessible interior and exterior spaces for children, staff, parents, and visitors.
3. Provide appropriate classroom, administrative, sanitation, and support spaces based on the approved program requirements.
4. Incorporate suitable heating, ventilation, air conditioning, electrical, plumbing, lighting, and life-safety systems.
5. Complete site preparation, utility connections, modular installation, and associated improvements necessary for occupancy.

6. Deliver a fully operational facility that meets applicable federal, state, local, tribal, and program-specific requirements.

3. SCOPE OF WORK

The Contractor shall furnish the labor, materials, equipment, supervision, transportation, coordination, and services necessary to complete the project within the limits of the approved contract documents.

3.1 Project Planning, Coordination, and Design

- Review available project documents, site information, and Owner requirements.
- Coordinate the modular building layout, room configuration, and building systems with the Owner.
- Verify applicable design criteria, building occupancy classification, accessibility requirements, and permitting requirements.
- Coordinate architectural, structural, mechanical, electrical, plumbing, and fire/life-safety requirements.
- Prepare or obtain the drawings, calculations, product data, and submittals required for approval, as assigned under the contract.
- Coordinate with the Owner, design professionals, modular building manufacturer, utility providers, and applicable reviewing agencies.

3.2 Site Preparation and Civil Work

- Verify existing site conditions and confirm the proposed building location.
- Perform site clearing, grading, and earthwork within the approved limits of construction.
- Prepare the building pad and foundation area in accordance with approved geotechnical recommendations and structural requirements.
- Provide foundations, footings, piers, slabs, anchorage, or other support systems appropriate to the approved modular building design.
- Coordinate stormwater management, drainage, erosion control, and finished grades.
- Provide accessible pedestrian routes, entrances, and exterior circulation as required by the approved plans.
- Restore areas disturbed by construction and remove construction debris.

The extent of paving, parking, fencing, playground areas, landscaping, and other site improvements shall be established by the approved plans and contract documents.

3.3 Modular Building Fabrication and Delivery

- Manufacture or procure the modular building in accordance with approved plans and specifications.

- Provide the structural framing, exterior envelope, roofing, insulation, windows, exterior doors, and interior partitions required by the approved design.
- Incorporate approved interior finishes, cabinetry, doors, hardware, and other specified components.
- Provide factory-installed mechanical, electrical, plumbing, and life-safety components where included in the modular building package.
- Coordinate transportation, delivery scheduling, unloading, and placement of the modular units.
- Provide required manufacturer certifications, inspection records, warranties, and installation instructions.

All modular components shall be suitable for the intended occupancy, local climatic conditions, applicable structural design loads, and transportation and installation requirements.

3.4 Building Installation and Assembly

- Deliver and position the modular units at the designated project location.
- Install, level, secure, and anchor the modular building to the approved foundation system.
- Complete inter-module connections, structural connections, weatherproofing, flashing, and sealing.
- Complete required roof, wall, floor, and building-envelope connections.
- Install or complete stairs, ramps, landings, accessible entrances, and other approved access components.
- Complete field-installed components and verify that the assembled building complies with the approved construction documents.

3.5 Interior Space and Educational Facilities

The interior layout shall be finalized in coordination with the Owner and the Head Start program requirements. Depending on the approved facility program, spaces may include:

- One (1) Preschool classroom and One (1) instructional activity areas.
- Child-accessible restrooms and handwashing facilities.
- Teacher work areas and administrative offices.
- Storage for classroom supplies, educational materials, and equipment.
- Staff support areas.
- Janitorial and building maintenance storage.
- Circulation areas, corridors, and entrance vestibules.
- Additional program support spaces identified in the approved design.

Interior finishes, fixtures, furnishings, and equipment shall be durable, cleanable, age-appropriate, and suitable for an early childhood educational environment.

3.6 Mechanical, Electrical, and Plumbing Systems

Mechanical systems

- Provide heating, ventilation, and air conditioning appropriate for the building size, occupancy, and local climate.
- Provide ventilation and indoor air quality measures consistent with applicable codes and Head Start facility (School) requirements.
- Provide temperature controls, exhaust ventilation, and associated mechanical equipment.
- Test and commission mechanical systems before final acceptance.

Electrical systems

- Provide electrical service distribution, panels, wiring, receptacles, and lighting.
- Provide energy-efficient interior and exterior lighting.
- Provide emergency lighting, exit signs, and required life-safety electrical systems.
- Provide communications, data, fire alarm, and security infrastructure where included in the approved scope.
- Complete testing and inspections required for electrical system approval.

Plumbing systems

- Provide domestic water distribution, sanitary drainage, and vent systems.
- Install approved plumbing fixtures and child-appropriate restroom and handwashing facilities.
- Coordinate hot water delivery, temperature control, and sanitary requirements.
- Coordinate connections to existing or new utility services.
- Test plumbing systems for proper operation and code compliance.

Utility extensions, service upgrades, meters, off-site improvements, and utility-provider fees shall be included only to the extent identified in the contract documents.

3.7 Fire and Life Safety

- Provide required fire and life-safety features in accordance with the approved design and applicable codes.
- Provide compliant means of egress, exit doors, emergency lighting, and exit signage.
- Provide fire alarm, detection, extinguishing, and suppression systems where required by the approved occupancy classification and applicable regulations.

- Coordinate fire department access and required inspections.
- Verify that safety features are operational before occupancy.

3.8 Accessibility and Child Safety

- Provide accessible routes, entrances, doors, and facilities as required by applicable accessibility standards.
- Incorporate child-appropriate fixtures and hardware where specified.
- Provide safe transitions between interior and exterior surfaces.
- Address fall hazards, sharp edges, pinch points, and other foreseeable hazards in the design and installation.
- Provide required protective barriers, guards, and handrails.
- Ensure that the completed facility supports appropriate supervision and safe circulation for young children.

3.9 Exterior Improvements and Site Utilities

As identified in the approved plans, the Contractor shall coordinate and complete applicable exterior improvements, including:

- Water, sewer, electrical, and communications connections.
- Accessible walkways and entrance approaches.
- Exterior steps, ramps, landings, and handrails.
- Stormwater drainage and erosion control.
- Exterior lighting and building identification signage.
- Fencing, controlled access, playground interfaces, and landscaping where specified.

Any playground equipment, playground surfacing, perimeter security systems, parking improvements, or off-site utility work shall be specifically identified in the project documents before being considered part of the Contractor's base scope.

3.10 Testing, Inspections, and Commissioning

- Coordinate required inspections with the applicable building, fire, health, and other reviewing authorities.
- Complete manufacturer-required inspections and field verification of modular connections.
- Test mechanical, electrical, plumbing, and life-safety systems.
- Verify operation of doors, windows, hardware, fixtures, lighting, and controls.
- Correct deficiencies identified during inspections and commissioning.

- Obtain required inspection approvals and occupancy documentation before turnover, as applicable.

3.11 Final Completion and Turnover

Prior to final acceptance, the Contractor shall:

- Complete all work identified in the approved contract documents.
- Remove temporary facilities, surplus materials, and construction debris.
- Complete final cleaning of the facility.
- Prepare and resolve/correct the project punch list deficiencies identified during the pre-final inspection.
- Provide record drawings and approved submittals.
- Provide equipment operating instructions, maintenance information, and applicable warranties.
- Provide manufacturer documentation and required inspection and test records.
- Conduct an Owner orientation for building systems and equipment.
- Deliver keys, access credentials, and other specified turnover items.
- Submit required closeout documentation and obtain applicable final approvals.
- Conduct a final project inspection with CPMD, the Chapter representatives, and the Contractor.

4. APPLICABLE CODES, STANDARDS, AND REQUIREMENTS

The project shall comply with applicable requirements in effect for the project, including, as applicable:

- Navajo Nation laws, standards, and permitting requirements.
- Applicable federal, state, tribal, and local building and fire codes.
- Applicable accessibility standards.
- Head Start Program Performance Standards, including applicable facility, health, safety, and environmental requirements.
- Applicable energy conservation, mechanical, electrical, plumbing, and life-safety codes.
- Manufacturer installation requirements and approved engineering documents.
- Environmental, health, sanitation, and workplace safety requirements.

The design team and Contractor shall confirm the applicable code editions, permitting authority, and project-specific requirements before construction. Where requirements differ, the applicable governing requirements and approved contract documents shall determine the work to be performed.

5. PROJECT DELIVERABLES

The anticipated deliverables shall include, as applicable to the Contractor's contractual responsibilities:

1. Approved modular building plans and specifications.
2. Site preparation and foundation work.
3. Completed modular building fabrication and delivery.
4. Installed and secured modular building units.
5. Completed interior and exterior construction.
6. Operational mechanical, electrical, plumbing, and life-safety systems.
7. Completed utility connections and specified site improvements.
8. Inspection, testing, and commissioning documentation.
9. Required permits, certifications, and occupancy approvals.
10. Record drawings, warranties, operation manuals, and closeout documents.

6. PROJECT SCHEDULE

The Contractor shall prepare and maintain a project schedule identifying major activities, anticipated durations, milestones, and dependencies.

The schedule shall include, as applicable:

- Design development and Owner review.
- Permitting and agency approvals.
- Modular building procurement in accordance with NN Procurement Laws and Regulations.
- Modular building fabrication time.
- Site preparation and foundation construction.
- Utility coordination.
- Transportation and delivery.
- Modular building placement and assembly.
- Interior and exterior completion.
- Testing, inspections, and commissioning.
- Punch-list completion and final turnover.

Anticipated Notice to Proceed: _____
Target for Substantial Completion: _____
Target for Final Completion: _____

The final schedule shall account for design approvals, permitting, manufacturing lead times, transportation, site conditions, weather, and utility-provider coordination.

7. RESPONSIBILITIES

Owner/Client

- Establish program requirements, budget, and intended facility use.
- Provide available site information and existing utility information.
- Review and approve design submissions and material selections.
- Coordinate Owner-furnished equipment and services.
- Identify required operational, licensing, and program-specific approvals.

Contractor/Modular Building Provider

- Perform the work assigned under the contract.
- Coordinate subcontractors, suppliers, delivery, and installation.
- Maintain construction quality, site safety, and schedule.
- Provide required submittals, testing, inspections, and closeout documentation.
- Correct deficiencies within the contractual obligations.

Architect/Engineer and Design Team

- Prepare or review design documents with the Chapter and assigned project manager.
- Confirm design criteria and applicable code requirements.
- Coordinate disciplines and respond to design-related questions.
- Support required inspections and construction administration as contracted.

Regulatory and Reviewing Authorities

- Review and inspect the project within their respective jurisdictions.
- Issue required permits, approvals, and occupancy documentation where applicable.

8. EXCLUSIONS AND CLARIFICATIONS

Unless expressly included in the executed contract or approved change order, the following items are excluded from the base scope:

- Land acquisition, easements, and property boundary disputes if applicable.
- Unidentified hazardous materials remediation or environmental cleanup.
- Major off-site utility improvements.
- Utility-company charges and service upgrades not identified in the contract.

- Loose furniture, classroom teaching materials, computers, and educational supplies.
- Playground equipment and specialized outdoor learning equipment.
- Security staffing, school operations, and ongoing facility management.
- Additional work resulting from unforeseen subsurface conditions or changes to the approved design.

All exclusions shall be reviewed and finalized with the Owner (Crownpoint Chapter) before contract execution.

9. ASSUMPTIONS AND PROJECT CLARIFICATIONS

This Scope of Work *is based on the assumption* that the facility will be used for Navajo Head Start early childhood education. The final scope, building configuration, and construction requirements shall be confirmed after review of the project site, occupancy needs, applicable regulations, and Owner-approved design documents.

The following items require confirmation:

- Building size: 1200 square feet (24’ x 50’) and number of modular units.
- One (1) classrooms and maximum child occupancy.
- Required administrative, restroom, storage, and support spaces.
- Site location, existing conditions, and utility availability.
- Foundation type and geotechnical requirements (Earthwork related).
- Extent of site work and exterior improvements.
- Owner-furnished versus Contractor-furnished equipment.
- Permitting, inspection, licensing, and occupancy requirements.
- Contract delivery method, schedule. Note: The budget is based on New Mexico Capital Outlay fixed approved budget.

Any changes to the approved scope shall be documented, reviewed, and authorized by the owner and assigned project manager from CPMD.

10. QUALITY ASSURANCE AND ACCEPTANCE

All work shall be performed in a professional and workmanlike manner using new materials and equipment unless otherwise approved in writing. Construction shall conform to approved plans, specifications, manufacturer requirements, and applicable codes.

The Owner's acceptance shall be contingent upon completion of the contracted work, satisfactory correction of identified deficiencies, completion of required testing and inspections, and delivery of required closeout documents.

Final acceptance and authorization for occupancy shall remain subject to the applicable contractual and regulatory approval processes of the Navajo Nation.

11. WARRANTY

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

12. SUBMITTAL REQUIREMENTS/EVALUATION

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.

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 $100,000, a Bid Security equal to 10% of the total proposal amount is required.**
- Cost Proposal in a separate Sealed Envelope labeled: CROWNPOINT CHAPTER HEADSTART BUILDING PURCHASE

13. 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
CROWNPOINT CHAPTER HEADSTART BUILDING PURCHASE
BID REFERENCE #00-00-00

Project Location: Chapter House Rd, Crownpoint, NM, 87313, McKinley County USA.
Chapter/Community: Crownpoint Chapter, Crownpoint, 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:

CROWNPOINT CHAPTER HEADSTART BUILDING PURCHASE
CROWNPOINT, NEW MEXICO
BID NUMBER: 00-00-0000MC

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: Crownpoint Chapter Headstart Building Purchase

26-10-4325JB

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: Crownpoint Chapter Headstart Building Purchase

26-10-4325JB

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