

Invitation for Bids
Navajo Nation Department of Justice and Office of the Attorney General
GENERAL CONTRACTOR SERVICES TO RENOVATE TWO (2) DOJ FACILITIES
located in Window Rock, AZ
Invitation Bid No. 23-12-3199SB

SECTION I. OVERVIEW ON INVITATION FOR BIDS

Bid Open: December 27, 2023

Bid Close: January 3, 2024

Invitation: Authorized General Contractor for Renovation Services

A. **BACKGROUND:** The Department of Justice and Office of the Attorney General (“Department”) provides legal services to the three (3) branches of the Navajo Nation Tribal government. The Department is inviting qualified contractors to submit proposals for the comprehensive renovation of two (2) facilities located at 2521 Old BIA Clubhouse Building and 2522 Pink Butler Building in Window Rock, AZ according to the specifications listed below.

The Offeror shall work directly with Navajo Nation Department of Justice, Deputy Attorney General (DAG) and the Senior Programs and Project Specialist (SPPS) and/or appointed proxy. Time is of the essence for this Invitation for Bids.

This RFP describes the technical and performance specifications for the general contractor services. Additionally, it contains an overview of the general terms and conditions under which the general contractor services is to be provided.

B. BID SCHEDULE

	Schedule of Activities	Date
1.	Issue of Invitation for Bids	December 27, 2023
2.	RFP- Questions Due Email: Brittany Tso (Senior Programs & Project Specialist) btso@nndoj.com	January 3, 2024
3.	NNDOJ RFP Proposals Due	January 12, 2024
4.	Official Opening of NNDOJ Proposals; A. Evaluation and Selection Begins	January 16, 2024
5.	Notice of Selection	January 26, 2024

C. **INQUIRIES:** Any inquiries regarding this RFP should be submitted in writing to Brittany M. Tso, Senior Programs and Project Specialist. Only written responses to questions will be considered official. All questions will be directed to Brittany M. Tso at 928-871-6928 or by email: btso@nndoj.org. Questions regarding this procurement will be accepted until 5:00pm MDT on January 3, 2024.

- D. **SUBMISSIONS:** The Offeror shall submit sealed bid in written documentation of all required licenses and registrations to the Buyer- Navajo Nation Office of the Controller-Purchasing Section-
Submit Bids, by Mail or Deliver to:

The Navajo Nation Purchasing Services Department
Attn: Sharon Belone
Admin. 1 2559, Window Rock Blvd., Window Rock, AZ
PO Box 3150, Window Rock AZ, 86515-3150
(928) 871-6320
BID NO. 23-12-3199SB

- E. **PRIORITY:** It is the responsibility of the Offeror to identify themselves as a certified vendor under the Navajo Nation Business Opportunity Act. The Offerors must be visibly mark on the outside of the sealed bid, if applicable, the Offeror's priority status under the Navajo Nation Business Opportunity Act.
- F. **REJECTIONS:** The Nation reserves the right to reject any or all statements of qualifications and shall be the sole judge of the merits of the respective statements of qualifications received.
- G. **PROCUREMENT OF RFP:** This procurement shall be conducted in accordance with all applicable Navajo Nation Laws and Regulations including the Navajo Nation Business Opportunity Act. All applicable rules, regulations, and law shall also be followed. Offerors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP and may request a copy of the Navajo Nation Procurement regulations from the SPPS at any time up to the deadline for proposals.
- H. **AMENDED PROPOSALS:** An OFFEROR may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement for a previously submitted proposal and must be clearly identified in the transmittal letter.
- I. **PROPOSAL SUBMISSION:** Proposal must be received on or before 4:00pm (MDT) January 12, 2024. OFFERORS who are mailing their proposal should allow sufficient time for mail delivery to ensure receipt by the date specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. Late Proposal will not be accepted.
- J. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures.

Each page of the proprietary material must be labeled or identified with the word “Proprietary” or “Confidential”.

- K. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding the RFP shall become property of the Navajo Nation and will not be returned to the OFFEROR. Responses received will be retained by NNDOJ and may be reviewed by any person after final selection has been made. NNDOJ has the right to use any or all system ideas presented in reply to this RFP. Disqualifications or non-selection of an OFFEROR or proposal does not eliminate this right
- L. **INCURRING COSTS:** Any cost (s) incurred by the OFFEROR in preparing, transmitting, presenting, or modifying the proposal or material for this RFP shall be the responsibility of the OFFEROR.

SECTION II. SCOPE OF WORK

- A. **SCOPE OF WORK:** The Navajo Nation Department of Justice plans to renovate offices located in:
 - 1. **2521 Old BIA Clubhouse Building**
 - i. Window Rock, Arizona
 - ii. Approximately 22,125 square feet
 - 2. **2522 Pink Butler Building**
 - i. Window Rock, AZ
 - ii. Approximately 7,232 square feet
- B. ALL OFFERORs must have a minimum, the capabilities listed herein, and the bid proposals submitted must reflect in detail the inclusion of these services as well as the additional forms required in **SECTION III. APPLICATION REQUIREMENTS**. Offeror should also provide technical information of delivery of services required in this RFP.
- C. The OFFEROR shall conduct all activities and services under the RFP in accordance with applicable building standards and safety codes to ensure the health and safety of all building occupants.
- D. The OFFEROR shall be able to provide fully trained personnel in all phases of work under this proposal but not limited to the following: supply all labor, materials, tools, equipment, transportation and supervisory services necessary to complete interior and exterior renovations at the Department of Justice and Office of the Attorney General facilities.

E. To retain the historic significance and value of the 2521 Old BIA Clubhouse Building, absolutely no new holes will not be authorized in the sandstone of the existing structure.

F. SPECIFICATIONS:

1. All measurements are to be confirmed on site by the Contractor;
2. All designs, plans, product selection and installation are to be approved by the project manager or project manager's proxy;
3. All finishes, color and patterns of new and replacement materials are to be approved prior to purchase and installation by the project manager or the project manager's proxy;
4. All specialized work including but not limited to, plumbing, electrical, and HVAC shall be completed by a qualified worker;
5. All work shall be crafted in a professional manner. No drips, flaws or second-rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost;
6. All premises and surrounding areas are to be kept free from the accumulation of debris and trash related to the work. At the completion of all work, the OFFEROR shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste material off site;
7. Upon completion of all work, the Contractor shall sufficiently clean the work area including vacuuming with the HEPA filter-fitted vacuum all visible surfaces except the ceiling, followed by wet-wiping; and

G. EXTERIOR OF THE BUILDING

1. Provide and install two (2) new storm doors to replace existing door on the south main entrance and West entrance of the Old Clubhouse Building. The new storm door will include new weather stripping and hinge mechanism;
2. Provide and install two (2) new storm doors to replace existing door on the East and North entrance of the Butler Building.
3. Provide and install new railing;
4. Provide and install new rain gutters;
5. Provide and repair all cracks in the building structure

H. INTERIOR OF THE BUILDING

1. Remove all existing layers of the flooring and associated products throughout the main lobby, offices, conference rooms, hallways, landings, bathrooms, breakrooms, etc. Clean and prepare wooden and/or concrete subfloor as per manufacturer's specifications
2. Once flooring had been removed, the subfloor is to be sufficiently cleaned with anti-bacterial and anti-fungal solution;

3. Supply and install carpet, wooden panels or vinyl flooring throughout the main lobby floor, offices, conference rooms, hallways, landings, etc.
4. Carpet, wooden panels or vinyl flooring will not be installed within bathrooms or breakrooms and entrance ways. Installation must be in strict accordance with manufacturer's instructions, including but not limited to fastener type and spacing. Any color, pattern or design will be approved by the SPPS or proxy prior to ordering. Contractor shall protect newly installed flooring material from damage during other renovations activities.
5. Supply and install new door hinge stopping mechanism on the basement exterior door for Old Clubhouse Building located on the south side of the building near the main entrance.
6. Supply and install baseboards if missing or significantly damaged.
7. Prepare the surfaces to be repainted, according to paint manufacturer's instruction. This shall include cleaning surfaces, chipping and scraping all loose paint, filling scratches, chips, holes with drywall joint compound and sanding all surfaces smooth. Contractor shall be cautious of lead and asbestos;
8. Supply and paint all interior surfaces, including walls, doors, and trim. Paint shall have a 10-year warranty. Paint shall be applied uniformly and shall fully cover the existing paint. If additional coats are required to cover over existing paint, Contractor shall provide the additional coats at the contractor's expense;
9. Supply and install new high efficiency central air conditioning unit sufficient to maintain and control the temperature of the entire building. Carry a minimum 10-year manufacturer's warranty and must meet Energy Star requirements;
10. Provide and install new interconnected, hard-wired combination carbon monoxide and smoke detectors in the hallways 4-5 .Remove existing detectors and repair ceiling finish as required;
11. Supply and install new windows;
12. Supply and install new weather stripping around all windows;
13. Supply and install new window insect screen(s) on all windows;
14. Supply and install new modern light fixtures throughout the two (2) buildings;
15. Supply and install new sinks, touchless faucets, toilets, bathroom partitions, urinals, touchless paper towel dispensaries;
16. Caulk around all sinks, faucets, toilets, urinals to prevent water infiltration;
17. Supply and install new exhaust fan in the bathrooms;
18. Supply and install new baseboards to replace existing water damaged baseboard adjacent to toilets;
19. Supply and install new vinyl sheet flooring to replace existing vinyl sheet flooring within the breakrooms, bathrooms, and entrance ways. New vinyl sheet flooring are required to carry a minimum 25 year limited warranty. Installation must be in strict accordance with manufacturer's instructions, including but not limited to fastener type and spacing. Any color, pattern or design will be approved by the SPPS or proxy.

- I. DESIGN & PRODUCTION PROCESS: The selected Offeror shall work directly with SPPS and DAG or appointed proxy in the renovation. The Offeror shall prepare and submit a full design package indicating the specific requirements. The submittal package shall be available for the SPPS, DAG or appointed proxy to review and modify prior to acceptance and approval by the SPPS.

SECTION III. APPLICATION REQUIREMENTS

A. PROPOSAL FORMAT

1. OFFEROR(s) must indicate if they are a priority one or priority two vendor under the Navajo Nation Business Opportunity Act.
2. All proposals must be typewritten on standard 8-1/2 X 11 paper and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, maps, or that a like.
3. An original RFP response and three (3) copies must be provided in a sealed envelope.
4. The proposal must be organized and indexed in the following format:
 - i. A Letter of transmittal;
 - ii. Statement of Qualifications;
 - iii. Proposal on Contract approach; and
 - iv. Proposed Cost (Sealed in Separate Envelope)
5. Each Proposal must be accompanied by a letter of transmittal. The letter of transmittal must:
 - i. Provide background on company;
 - ii. Identify the name of person responding to the RFP;
 - iii. Identify the name, title, and telephone numbers of person authorized to negotiate on behalf of the organization (s);
 - iv. Identify the names, files, and telephone numbers of person to contact for clarification;
 - v. Explicitly indicated acceptance of the conditions governing this procurement;
 - vi. Be signed by the person responding to the RFP; and
 - vii. Acknowledge receipt of any and all amendments to the RFP.

B. STATEMENT OF QUALIFICATIONS

1. THE OFFEROR must submit a statement of qualifications to include:
 - i. Resume;
 - ii. Number of years of experience working with the Navajo Nation government or other government entities;
 - iii. Provide current and valid license from an appropriate State Licensing Board or Agency for the type of work to be performed under this RFP, which license is customarily maintained in the industry;

- iv. Provide three (3) references. Each reference must include the name, address, and telephone number of a contact person who can describe, in some detail, the quality, quantity and substance of services provided. These references should include past and present clients, including names and contact information;
- v. Field related Degree and/or certification
- vi. Safety Certification
- vii. Provide number of employees in the company/organization.
- viii. Provide in detail how the Offeror would accomplish the objectives describe in the scope of work. This section must include details and sample reports regarding in approach to completing the renovation services for all facilities listed above.

C. COST & BUDGET BREAKDOWN

- 1. OFFEROR must submit a cost and budget breakdown
 - i. This section must include a detailed cost proposal broken down in the following areas:
 - ii. Price of service fees
 - iii. Price of materials
 - iv. Navajo Nation Tax of 6% or applicable local tax
 - v. Total cost

D. Additionally, the following documents are required and must be submitted:

- i. Navajo Nation Certification Regarding Debarment & Suspension Form (attached)
- ii. Federal Internal Revenue Tax Form (W-9)
- iii. Licensed, bonded and current General Liability Insurance as recommended and verified by the Navajo Nation Risk Management Program. The insurance shall name the Navajo Nation as an additional insured, if subcontractors are performed under the RFP.
- iv. Provide latest financial documentation to ensure their financial capabilities to purchase building materials in advance, if needed.

SECTION III. EVALUATION PROCEDURES & SELECTION CRITERIA

A. EVALUATION PROCEDURES AND SELECTION CRITERIA

- 1. An evaluation team will evaluate the proposals received, in accordance with the general criteria used herein. OFFERORS should be prepared to provide additional information the team feels necessary for the fair evaluation of proposals.
- 2. Failure of an OFFEROR to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the OFFEROR to the execution of a contract.

3. The sole objective of the review team will be to select the OFFEROR who is most responsive to the needs to Navajo Nation Department of Justice and Office of Attorney General. The specifications in the RFP represent the minimum performance necessary for a response. Based on the evaluation criteria established in this RFP, the review team will select and recommend the OFFEROR who best meets the objective. If there is only one responsive bid, the Navajo Nation Department of Justice and Office of Attorney General may elect to evaluate the RFP solely.
- B. Evaluation Criteria: The following criteria will be used by the evaluation team in the selection process for contract award.

1. Presentation of Response	1-10 Points
Completeness	
Clarity of Presentation	
Organization of Presentation Understanding NNDOJ/OAG Objectives	
2. Statement of Qualifications	1-20 Points
List of three (3) Client References	
3. Technical Requirements	1-20 Points
Project description Projected accomplishments	
4. Project Management	1-20 Points
Project Management Experience Schedule/Project Plan	
Staffing	
Related Experience Education- Credentials	
5. Navajo Nation Vendor Priority 1 or 2	1-10 Points
6. Cost of Service	1-20 Points
TOTAL OF POSSIBLE POINTS	=100 Points

SECTION IV. GENERAL TERMS & CONDITIONS

- A. STANDARD CONTRACT: The Navajo Nation reserves the right to incorporate standard contract provision(s) into any contract negotiations because of a proposal submitted in response to the RFP.
1. Contractor shall comply with Federal Awards Guidelines:
 - i. 200.330-Reporting on real property
 - ii. 200.331-Subrecipient and contractor determinations
 - iii. 200.338-Restrictions on public access to records
- B. TAX: OFFEROR shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. All appropriate taxes should be included in cost including the Navajo Nation Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% pursuant to 24 N.N.C. Section 601 et. seq., and the Navajo Nation Sales Tax Regulations.

- C. SOVEREIGNTY: Nothing herein shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extent provided for in the Navajo Nation Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551 et seq.
- D. AMENDMENTS: Any revisions, amendments, addendums, change orders, modifications, increases in payment over and above the original contract amount or changes whatsoever to any provision of the RFP or scope of work shall be made only by a duly approved written agreement, deemed a modification and signed by the SPPS) and DAG or proxy before proceeding.
- E. SUFFICIENT APPROPRIATION: A contract awarded as result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall affect such termination or reduction in scope. The Department of Justice and Office of the Attorney General's decision to terminate or reduce the scope due to the insufficient appropriations shall be accepted as final by the Offeror.
- F. WARRANTIES: OFFEROR warrants that all labor, materials, equipment and fixtures shall be of good quality, new, that the Work will be free of defects in design, materials and workmanship. Any portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized by the SPPS, DAG or Proxy, and including non-conformance relating to any materials, equipment, furnishings, labor, installation or workmanship, may be considered defective. Additionally, OFFEROR will ensure all materials, equipment, and fixtures are covered by the warranty provided by the manufacturer and shall be at least twelve (12) months or more. At a minimum, the manufacturer's warranty shall cover installation errors, defective workmanship and missing or incorrect parts for at least twelve (12) months or more.
- G. REPAIR PARTS AND SERVICE: OFFEROR will repair, replace, or re-preform or pay the Navajo Nation the reasonable cost of such repair, replacement or reperformance, any portion of the work the Navajo Nation deems in its discretion to be defective. Additionally, the manufacturer shall be able to furnish replacement parts or furnish service by providing a list of agencies where a stock of repair parts is available and can be secured in a reasonable time.
- H. WARRANTY REPAIR WORK: All work performed by the Offeror, to include parts and labor, shall be warranted for a period of a least one (1) year, commencing upon the date of the completion of the renovation.
- I. Work performed by the Offeror shall not void any manufacturer's warranty on equipment or fixtures. All warranty repair must be initiated within forty-eight (48) hours after notification by the SPPS.
- J. The Offeror shall provide a timeline for repair. If the warranty repair is improper or inadequate, the SPPS will initiate the repair. All costs incurred will be billed to the Offeror and the Offeror will reimburse Navajo Nation for the cost of the repairs within ten (10) working days from the date of the repair.