

LEGISLATIVE SUMMARY SHEET

Tracking No. 0026-20

DATE: January 18, 2020

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE COMMITTEES; APPROVING A CHANGE IN RESOLUTION CAP-35-18 EXHIBIT D NO. 173 WHIPPOORWILL SPRINGS CHAPTER PROJECT BY AMENDING THE PROJECT DESCRIPTION, PROJECT TYPE PROJECT DURATION, AND FUNDING YEARS

PURPOSE: Approving changes to CAP-35-18 Exhibit D, Project No. 173, Whippoorwill Springs Chapter changing the Project Description from "Renovation-Sr. Center, Warehouse, Admin. Building" to "Chapter House Renovation"; changing Project Type from "Design/Construction" to "Plan, Design, Construct & Equip."; changing the Project Duration from "24 months" to "36 months"; and deleting \$450,000 from Funding Year 1 and placing the \$450,000 into Funding Year 2.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: 1:48pm 02-04-20
Website Posting Time/Date: 02-09-20
Posting End Date: 02-10-20
Eligible for Action: 02-10-20

Resources & Development Committee
Thence
Budget & Finance Committee

PROPOSED STANDING COMMITTEE RESOLUTION
24th NAVAJO NATION COUNCIL—Second Year, 2020

INTRODUCED BY



Primary Sponsor

TRACKING NO. 0026-20

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND
FINANCE COMMITTEES; APPROVING A CHANGE IN RESOLUTION
CAP-35-18 EXHIBIT D NO. 173 WHIPPOORWILL SPRINGS CHAPTER
PROJECT BY AMENDING THE PROJECT DESCRIPTION, PROJECT TYPE
PROJECT DURATION, AND FUNDING YEARS

BE IT ENACTED:

Section One. Authority

1. The Resources and Development Committee exercises authority over chapters of the Navajo Nation. 2 N.N.C. § 501(C)(1).
2. The Budget and Finance Committee of the Navajo Nation Council exercises authority over budgeting, appropriation, investment and management of all funds. 2 N.N.C. § 301 (B)(2).
3. Council Resolution CAP-35-18 provides, “[a] chapter project, powerline, or waterline project may be changed, including the year funded, or added to Exhibits A through E with the concurrence of the Delegate representing the chapter’s Council District and the approvals of the Resources and Development Committee and Budget and Finance Committee, as long as such project has been certified as construction-ready by CPMD or NTUA and the total Sihasin Funding for the District does not exceed \$4,166,666.67.”

1 **Section Two. Findings**

2 A. The Navajo Nation Council adopted Council Resolution CAP-35-18, “Adopting
3 the Sihasin Fund Powerline and Chapter Projects Expenditure Plan Pursuant to
4 CD-68-14, as Amended by CJA-03-18, and 12 N.N.C. §§ 2501-2508, as Amended;
5 Waiving 12 N.N.C. §§ 810 (F), 820 (I) and (M) and 860 (C) Relating to the Capital
6 Budget and Capital Improvement Process” on April 17, 2018.

7 B. Whippoorwill Springs Chapter Project is listed in CAP-35-18 at Exhibit D, Project
8 Number 173. Exhibit D of CAP-35-18 is attached as **Exhibit 2**.

9 C. Whippoorwill Chapter submitted a CAP-35-18 Sihasin Project Amendment
10 Certification form, which is attached as **Exhibit 1**.

11 D. The CAP-35-18 Sihasin Project Amendment Certification form, **Exhibit 1**,
12 indicates changes to be made to CAP-35-18 Exhibit D, No. 173 regarding the
13 Whippoorwill Springs Chapter. Changes are to be made to the:

14 PROJECT DESCRIPTION: from *Renovation-Sr. Center, Warehouse,*
15 *Admin. Building to Chapter House Renovation.*

16 PROJECT TYPE: from *Design/Construction to Plan, Design, Construct &*
17 *Equip.*

18 PROJECT DURATION: from *24 months to 36 months.*

19 FUNDING: Deleting \$450,000 from Funding Year 1 and placing the
20 \$450,000 into Funding Year 2.

21
22 **Section Three. Approval**

23 The Navajo Nation hereby approves changes to CAP-35-18 Exhibit D, Project
24 No. 173, Whippoorwill Springs Chapter changing the Project Description from
25 “Renovation-Sr. Center, Warehouse, Admin. Building” to “Chapter House
26 Renovation”; changing Project Type from “Design/Construction” to “Plan,
27 Design, Construct & Equip.”; changing the Project Duration from “24 months” to
28 “36 months”; and deleting \$450,000 from Funding Year 1 and placing the
29 \$450,000 into Funding Year 2, as shown in **Exhibit 1**.

CAPITAL PROJECTS MANAGEMENT DEPARTMENT
SIHASIN PROJECT AMENDMENT CERTIFICATION

CAP-35-18

I. PROJECT DETAILS

PROJECT NAME: Whippoorwill Chapter

REFERENCE NUMBER: CPMD # 35

PROJECT TYPE: Design & Construction

ORIGINAL DATE APPROVED: _____

DATE SUBMITTED: December 13, 2019

II. NATURE OF CHANGE AND COST DETAILS

EXHIBIT & PROJECT NO.	PROJECT DESCRIPTION	FUNDING			FUNDING AMOUNT ADDED OR DELETED
		YEAR 1	YEAR 2	YEAR 3	
D-173	Renovation-Sr. Center, Warehouse, Admin. Building	450,000			Deleted
D-173	Change to Chapter House Renovation (Plan, Design,		450,000		Added
	Construct & Equip.) and also change the duration to				
	36 months				
TOTAL: <input type="checkbox"/> INCREASED / <input type="checkbox"/> DECREASED FUNDING:					450,000

Acknowledgment of Project Amendment:

PRINTED NAME

SIGNATURE

DATE

Navajo Nation Council Delegate

Jimmy Yellowhair



01/07/20

III. REASON FOR AMENDMENT

CPMD has reviewed the CAP-35-18 Project Change Form and concurs that:

1. The total amount of funding for the added projects equals the total amount of funding for the deleted projects;
2. Each added project has a completed Project Check-Off List signed off by CPMD and attached to this Form; and
3. After the projects have been added and deleted, the total CAP-35-18 funding for the Council District does not exceed \$4,166,666.67.
4. Add language to legislation "**EXHIBIT D**" *Funding Use Year*.

IV. AFTER REVIEW, CPMD CONSIDERS AND CERTIFIES THE PROJECT TO BE DEEMED CONSTRUCTION-READY.

CPMD Project Manager


PRINTED NAME
Andy Thomas

SIGNATURE

DATE

CPMD Department Manager

James Adakai

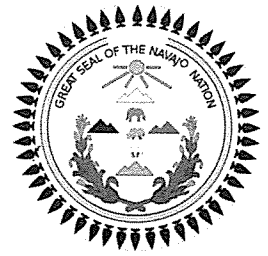


12/23/19
12/21/19



THE NAVAJO NATION


JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



MEMORANDUM

TO: ALL CONCERNED

FROM:


James Adakai, Department Manager II
Capital Projects Management Department

DATE: December 16, 2019

**SUBJECT: DELEGATION OF AUTHORITY
FISCAL YEAR 2019**

During my absence from the office on Tuesday December 17, 2019 8am to 1pm, Ms. Marie Begay will assume the delegation of authority to act in my capacity. She will be delegated to handle all administrative matters and have signatory authority for routine documents; Personnel Action Forms, Budget matters, and leave requests except those matters she feels requires my attention.

Your cooperation and assistance is expected and required.

ACKNOWLEDGEMENT:


Marie Begay Contract Analyst

INVITATION TO BID (“ITB”) PACKAGE

FOR THE WHIPPOORWILL SPRINGS **CHAPTER** PROJECT SEEKING
GENERAL CONTRACTORS/UPGRADE EQUIPMENT SERVICES FOR THE
RENOVATION OF THE CHAPTER HOUSE BUILDING LOCATED AT THE
WHIPPOORWILL SPRINGS, NAVAJO NATION
(NAVAJO/MCKINLEY, COUNTY)

*THIS ITB PACKAGE CORRESPONDS TO THE CLASSIFIED ADVERTISEMENT SHOWN IN THE
GALLUP INDEPENDENT NEWSPAPER DATED October 26th & 28th, 2019*



For additional information, please contact:

Edward Preston, R.A.
CAPITAL PROJECTS MANAGEMENT DEPT.
P.O. Box 1510
Administration Building Two (2)
Window Rock Blvd.
Window Rock, Navajo Nation AZ 86515
Phone No: (928) 871-6739
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Andy_thomas@nndcd.org

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<u>I. INTRODUCTION</u>	
A. DEFINITION OF TERMS	
1. "Project" means the Whippoorwill Springs Chapter Building Renovation Project" for which this ITB Package has been prepared and to which this ITB pertains.	
2. "CPMD" means the Capital Project Management Department of the Navajo Nation Division of Community Development.	
3. "NDOT" means the Navajo Division of Transportation.	
4. "Chapter" means the local government for the Whippoorwill Springs Community of the Navajo Nation, and as such is a political subdivision of the Navajo Nation.	
5. "Project Manager" means the person with CPMD that is designated and authorized to administer and manage the Procurement for the Project.	
6. "Procurement" means the specific procedures and overall process – as governed by the applicable provisions of the Navajo Nation Procurement Act (12 N.N.C. §§301 <i>et seq.</i>) and the Navajo Nation Procurement Regulations (adopted by Resolution No. BFD-192-03, dated December 16, 2003) – of issuing the ITB (newspaper advertisement) for the	

Project; of providing this ITB Package to Interested Parties; of receiving, reviewing, evaluating, and ranking all eligible Bids submitted; and of ultimately selecting a Contractor for a Contract Award for the Project.

7. "Invitation to Bid" or "ITB" refers to the newspaper classified advertisement that appeared in the Gallup Independent newspaper on October 26th & 28th, 2019.
8. "ITB Package" means this Package for the "Whippoorwill Springs Chapter Building Renovation Project," containing all information, terms, conditions, and documents governing the Navajo Nation's Procurement for the Project.
9. "Interested Party" means a person, business, firm, company, or Joint-Venture that is interested in submitting a Bid for the Project, for consideration by the Navajo Nation.
10. "Joint-Venture" means a group of two or more persons, businesses, firms, entities, or companies that has legally established a general partnership under shared control, for purposes of sharing capital, technology, human resources, risks, and rewards, usually for a particular project or transaction; members of the Joint-Venture shall be equally exposed to full legal liability; a Joint-Venture is created through the legal procedures of creating a memorandum of understanding, a Joint-Venture agreement, any ancillary agreements, and obtaining approval from a state regulatory agency; a Joint-Venture is treated like a partnership for tax purposes.
11. "Bid" means a statement, document, resume, or package listing all qualifications of an Interested Party to perform the Project, including licensing, certification, education, training, experience, prior projects, and other relevant information pertaining to the qualifications necessary and desired for performance of the Contract for the Project; a Bid also includes a description of the methods and schedule by which the Interested Party plans to provide the desired Construction Services for the Project; a Bid shall also include a comprehensive cost statement for the Project as a whole.
12. "Contractor" means a person, business, firm, entity, company, or Joint-Venture that performs the construction services for the Renovation Project.
13. "Selected Contractor" means the person/firm ultimately selected by the Navajo Nation for a Contract Award for the Project.
14. "Construction Services" means all services for the Project, which services shall be provided by the Selected Contractor pursuant to one single Contract with the Navajo Nation.
15. "Mandatory" means "must" or "shall" and identifies a required condition or event; failure to comply with a Mandatory directive shall result in Disqualification of a Bid or a Party.
16. "Selection Committee" means a group of persons established to review, evaluate, and rank all eligible Bids and Parties, for a Contract Award for the Project.
17. "Determination" means a written decision of the Selection Committee or the Project Manager regarding any aspect of the Procurement for the Project.
18. "Responsible" (as applied to an Interested Party) means having an established reputation and track-record of excellent services and performance, proper education, training, licensing, certification, and/or experience, and full qualifications to satisfactorily perform the Project.
19. "Responsive" (as applied to a Bid) means having qualifications that are minimally sufficient or adequate to satisfy the Contract performance requirements for the Project;

Responsive does not necessarily mean that a particular Bid will be selected for a Contract Award.

20. "Most qualified" means more than minimally sufficient; more than adequate - i.e., the highest/best of all Bid or Parties being reviewed, evaluated, and ranked.
21. "Disqualified" means that a Bid is considered Non-Responsive, and/or that a Party is considered Non-Responsible; "Disqualified" means that a Bid is considered ineligible for consideration for a Contract Award, and/or a Party is deemed ineligible to receive a Contract Award; all such determinations described in this definition shall be in accordance with Section II.F. Herein (AUTHORITY TO INVESTIGATE).
22. "Contract" means a finalized, duly approved and executed, written agreement between the Navajo Nation and the Selected Contractor, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of Construction Services for the Project; the Contract for this Project must be duly processed through the Navajo Nation's §164B Review process before final execution.
23. "§164B Review" means review and approval by the designated or appropriate persons and entities as required by Navajo Nation law (2 N.N.C. §164B).
24. "Contract Award" shall mean a formal award of a Contract by the Navajo Nation for the Project to the Selected Contractor; the Navajo Nation's Office of the Controller issues the Contract Award following the execution of the Contract by the Navajo Nation; a Contract Award shall not occur unless and until the President of the Navajo Nation, or his designee, duly executes the final Contract document following appropriate §164B Review and approval.

B. PURPOSE OF THIS ITB

The Navajo Nation is seeking a qualified Party to enter into a Contract with the Navajo Nation to provide professional construction/renovation services for this Project, and desires the construction and partial renovation of the existing (Previous Senior Center Bldg.) Chapter building in accordance with applicable codes and specifications of the Navajo Nation.

C. PROJECT LOCATION

- This Project is located within the Whippoorwill Springs Chapter, Navajo Nation (Navajo County, AZ). The Project Site can be accessed by leaving State Highway 191, 25 miles north of Burnside, AZ and travel west along Indian Route (IR) 4 for approximately 21 miles, turn south and proceed 1.7 miles south on I.R. 65. The Whippoorwill Springs Chapter is situated on the west side of the IR. 65.

D. PROJECT MANAGER CONTACT INFORMATION

Inquiries or requests regarding this Procurement should be submitted in writing ONLY to the designated Project Manager shown below - no response shall be made to inquiries and requests submitted to other staff; all responses shall be in writing and shall be distributed to all Interested Parties who are provided this Package.

Edward Preston, Architect
CAPITAL PROJECT MANAGEMENT DEPT.
P.O. Box 1510
Window Rock, Navajo Nation (AZ) 86515
Telephone: (928) 871-6095

PHYSICAL ADDRESS

CPMD Office location is
Administration Bldg. #2 W/R
Blvd.
Window Rock, Navajo Nation, AZ

Fax: (928) 871-6098
Emerson G. Begay, Chapter Manager
(928) 725-3727
Email: edward_preston@nndcd.org
andy_thomas@nndcd.org
egbegay@navajochapters.org

II. REQUIREMENTS FOR THIS PROCUREMENT

A. GENERALLY

1. CPMD authority. CPMD, as a duly authorized department of the Navajo Nation government, is issuing this ITB Package and conducting this Procurement. CPMD is the only Navajo Nation entity authorized to make copies of this ITB Package, to distribute this ITB Package, to amend this ITB Package, to cancel/withdraw this ITB, and to release any information, clarification, documents, or materials pertaining to the ITB or the Project.
2. Questions about ITB or Project. Between November 19, 2019 (deadline to submit questions) and December 06, 2019 (the date of the response to questions), any Interested Parties may **fax**, or send **e-mail** to the Project Manager, to submit any questions regarding this ITB or the Project; questions submitted by U.S. Postal Mail shall not be collected or considered.
3. Costs of Submission. All costs incurred by Interested Parties in the preparation, reproduction, transmittal, delivery, or presentation of a Proposal/Bid, or any other documents or materials submitted in response to this ITB, shall be paid solely by the submitting Parties.
4. Interested Parties receiving this ITB Package is strongly recommend to visit the project site.
5. VERIFICATION OF PACKAGE RECEIPT. Interested Parties receiving this ITB Package must complete and sign an "Acknowledgement of Receipt Form" form (see Tab A) to acknowledge the receipt of this ITB Package.

B. MANDATORY COMPLIANCE STATEMENT

The submitted Bid must include a duly completed and signed "Mandatory Compliance Statement" (see Tab B), indicating acknowledgement and commitment to comply with the following:

- applicable Navajo Nation and Federal laws, regulations, and Executive Orders relating to the enforcement of civil rights, anti-discrimination, equal opportunity, and Navajo or Indian preference, as applicable;
- use of recycled materials where appropriate and available into the Project.

All Bids not including the Mandatory Compliance Statement shall be Disqualified from consideration for a Contract Award for the Project.

C. NAVAJO NATION LAWS & REGULATIONS

All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Procurement for this Project, and shall govern the eligibility of all Interested Parties to be considered or eligible for a Contract Award. Applicable laws and regulations include, *but are not limited to*, the following:

1. Navajo Sovereign Immunity Act, as amended (1 N.N.C. §§551 *et seq.*);
2. Title 2 N.N.C. §§222-223 (Contracts);
3. Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 *et seq.*);
4. Navajo Nation Procurement Act (12 N.N.C. §§301-371);
5. Navajo Nation Procurement Rules and Regulations (adopted by the Budget & Finance Committee of the Navajo Nation Council via Resolution No. BFD-192-03, dated December 16, 2003);
6. Navajo Business and Procurement Act (12 N.N.C. §§1501 *et seq.*);
7. Navajo Business Opportunity Act (5 N.N.C. §§201 *et seq.*);
8. Navajo Preference in Employment Act (15 N.N.C. §§601 *et seq.*);
9. Procurement Regulations Section IV (A)(3) (i)
10. All Interested Parties submitting Bids and the Selected Contractor shall comply with any and all applicable laws, regulations, policies, funding grant provisions, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project.

D. ACCEPTANCE OF REQUIREMENTS

The submission of all Proposals/Bids shall constitute the submitting Party's acknowledgement and acceptance of all requirements and conditions governing this Procurement, including all applicable Navajo Nation laws and regulations as described in Section II.C. herein, and including the Evaluation Criteria set forth in Section VI. herein.

E. OWNERSHIP OF DOCUMENTS

All documents and materials contained in this ITB Package are the property of the Navajo Nation. All documents and materials contained in all submitted Bids shall be the property of the Navajo Nation and not be returned to the submitting Party unless the ITB is cancelled; all such documents and materials shall be either retained or discarded by CPMD, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act (2 N.N.C. §§81 *et seq.*).

F. AUTHORITY TO INVESTIGATE

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

G. SUBMISSION OF QUESTIONS

Interested Parties may submit to the Project Manager questions regarding the Project or this ITB Package. The identity of any Party submitting question(s) shall not be revealed. All questions must be submitted in writing by email or fax. All responses to written questions shall be distributed via e-mail or fax to all Interested Parties, so Interested Parties should include an e-mail address or fax number for receipt of the response.

H. SUBMISSION OF PROPOSALS/BIDS – DEADLINE

All Bids submitted for consideration must be actually received by the Project Manager on or before **2:00 p.m. MDST on December 10, 2019** without exception. Any Bid received after this deadline shall be disqualified. The Project Manager staff shall record the exact time and date each Bid is actually received, and **all Bids must be submitted to the Project Manager at the place identified on the front page of this ITB Package and in Section I.D. herein, above.**

I. OPENING OF PROPOSALS/BIDS

All eligible Proposal/Bids shall be opened at the NNCPMD Conference room at the location shown in Section I.D. herein, on **December 10, 2019 at 2:30 pm.** All eligible Bids shall be opened in accordance with the bid opening procedures of the Navajo Business Opportunity Act (“NBOA”) at 5 N.N.C. §205C, and a staff member of the Navajo Nation Business Regulatory Department shall be in attendance at the opening of Bids.

J. CONFIDENTIALITY

The contents of all Bids 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 Bids shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

K. SUBCONTRACTORS

The Selected Contractor shall perform all work that may result from this Procurement and all payments under the Contract shall be directly made only to the Selected Contractor. Use of subcontractors, consultants, suppliers, laborers, or other persons or parties identified in the submitted Bid is permitted, but use of such persons or parties for the Project shall not exceed more than forty-nine (49%) of the total performance under the Contract. **All such other persons or parties must be identified in the Bid.**

L. SELECTION COMMITTEE & EVALUATION

A Selection Committee of at least three persons shall be established for this Procurement, with at least one person from CPMD, and one person from the Whippoorwill Springs Chapter. The Selection Committee shall perform the review, evaluation, and ranking of all eligible Bids, and shall determine which Bids 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 lowest Bidder.**

M. ETHICS VIOLATIONS.

The Navajo Nation Ethics in Government Law (2 N.N.C. §3741 *et seq.*) imposes penalties for bribes, gratuities and kickbacks relating to any contract award or the Procurement process, and Interested Parties may be subject to such penalties for engaging in prohibited activity.

N. TABLE SUMMARY OF EVENTS & SCHEDULE

CPMD will make every effort to adhere to following schedule:

ACTION	RESPONSIBILITY	DATE
Issuance of ITB	Capital Projects Management Dept.	11/12/2019
Deadline to Submit Questions	Capital Projects Management Dept.	12/04/2019
Response to Questions	Capital Projects Management Dept.	12/06/2019
Pre-Bid Site Meeting	Capital Projects Management Dept.	11/19/2019 @ 11 am
Submission of Bids Deadline to Submit Questions and "Acknowledgement of Receipt Form"	Interested Parties	12/10/2019
Bids Due	Capital Projects Management Dept.	12/10/2019
Bid Opening/Notice to Finalist(s)	Capital Projects Management Dept.	TBD
Contract Award	Capital Projects Management Dept.	TBD

NOTE: These dates/times are only estimated completion times for Procurement activities.

III. DESCRIPTION OF SERVICES DESIRED

A. SCOPE OF WORK

The Selected Contractor shall perform construction renovation services on the existing Chapter building within the Whippoorwill Springs, within the designated Chapter land tract. This Scope of Work shall include: selective removal/demolition/equipment upgrade of the existing 3,200 s.f. Chapter building equipment upgrade. The General Contractor shall properly perform inspected, remove, replace and/or repair and install new equipment. The contractor will install verify the project site building areas in the task orders Numbers listed.

Task Order No. One (1) - Interior Chapter Administration Assembly Area, Building Roof area (Partial), Partial (East) parking site, various interior Door locations, kitchen area, Restrooms area, and assembly interior lighting.

<i>Division</i>	<i>Equipment Description</i>
010000	General Requirements (90 days) Quality Requirements

020000	Selective Demolition/Replace/Upgrade Removal of Exterior windows Three(3) South and One (1) North Exterior Doors each One (1) East/South/ West Existing Kitchen Area Existing Men/Women Restroom Vestibule Ceiling lighting/soffit lighting Exterior wall mounted lighting Exterior concrete Sidewalks @ East Entry Existing grease trap Existing Janitors closet/fixtures Existing office with Water shut-off valve Existing Skylights at foyer Existing HVAC Systems Existing Storage in Kitchen area to be removed and relocated Ceiling in Kitchen to be raised
030000	Concrete Reinforcement Site in place Concrete (3 Flagpoles) Concrete splash blocks ADA Concrete Parking lots (2 spaces) Concrete Bumper Guards (Front of building locations Only)
050000	Steel Reinforcement in concrete @ Flagpoles
060000	Rough Carpentry Finish Carpentry Interior flooring at southeast Main lobby, three offices, and kitchen
070000	Metal Roof/Flashing (Area's Needing Replacement) equal or approved Sheet Metal Flashing /downspout /gutter Perimeter of Building Caulk & Sealants at existing fire chimney Remove and Replace exterior exhaust cap/vents at roof area
080000	Door Hardware at various interior locations, (2) at north, (1) at south, (2) west and (1) HVAC door Hollow Metal Doors at exterior locations Interior Wood Doors and hardware Glazing (equal or approved) (4 windows) Exterior Entry Metal Security door screen replacement to match existing Remove and replace new skylight at entry/vestibule
090000	Painting (All interior/exterior areas of Building) ADA parking lots (2 spaces) Parking strip painting (7 spaces) Parking lot paint Strips Paint existing Standing Seam metal roof
220000	Plumbing

	Selective Plumbing Demolition at kitchen area/Restrooms Propane Gas piping (replace if needed) Paint Range hood fire suppression system upgrade
230000	HVAC Unit located in room to be relocated on Roof Top Unit & Furnace Units Two (2) Units, verify with Stakeholder HVAC Demolition
260000	Electrical Smoke detectors Fire alarm system if required Exterior Soffit lighting to be remove and replaced/Upgraded Remove and replace with New Exterior wall mounted Lighting fixtures at east wall of building Ceiling Fan installation (Assembly area)
310000	Earthwork (2 Two New flagpoles at existing location)
320000	Site Concrete (Flagpole Location)

IV. REQUIREMENTS FOR PROPOSAL/BIDS

A. NUMBER OF SUBMISSIONS & COPIES

Each Interested Party must submit one single original Proposal/Bid for this Project, with (4) copies there of. It is the responsibility of the Interested Party to make certain that the person actually receiving the Proposal/Bid appropriately records the submission/receipt of the Bid, with a time/date stamp and initials/signature of the person actually receiving the Bid. The Original shall be clearly marked as such. The Selection Committee and CPMD will not copy, collate, merge, bind, or otherwise manipulate any Bid submitted.

B. FORMAT

1. Page limit. Proposals must be type written/printed on standard 8½" x 11" white paper, with printing only on one side of each page. Any single larger sheets (up to a maximum size of 11" x 17") shall be counted as two (2) pages. Each Bid is limited to a maximum of twenty (10) pages of text and/or graphic material. Required pages that shall be excluded from the twenty-page limit shall include and shall be limited to:

Front cover (blank on back side)
Cover Letter of Submittal (one page maximum)
Table of Contents (one page maximum)
Divider pages or Tabs (blank except for title information)
Back cover (blank on one side)
BID (in separate sealed envelope)

2. Cover Letter of Submittal. All Bids must be accompanied by a Cover Letter of Submittal that includes the following:

- a. Information clearly identifying the Party submitting the Bid, i.e., name and physical and mailing address, organizational structure (individual, corporation, partnership, private or public character, profit or non-profit, etc.). If the submitting Party is a Joint Venture, all identifying information for each individual or entity making up the Joint Venture must be provided;
 - b. The name and title of the person(s) duly authorized to execute a Contract with the Navajo Nation for the Project;
 - c. The names, titles, telephone numbers, and email address (es) of person(s) to be contacted for questions regarding the submitted Bid;
 - d. Signature of person(s) listed in Section B.2.b. herein.
3. Table of Contents. This Table should show each part of the Bid, with a detailed description of each part and corresponding page numbers, to facilitate review by CPMD and the Selection Committee.
 4. Organizational Chart. Bid must contain a chart showing all persons and entities that will be involved in performing the Contract for the Project. This chart must show the roles and responsibilities of all persons and entities.
 5. Resume, qualifications, experience. This information should pertain to all persons and entities of the Interested Party, showing all education, training, licenses, certifications, and experience of each.
 6. Project listing. Bid must contain a complete project listing. All projects awarded to the Interested Party by the Navajo Nation, including unfinished projects, must be included. If there are any questions regarding the project listing, please contact the Project Manager for clarification. Projects shall be checked and verified prior to review and evaluation by the Selection Committee.
 7. Markings. All submitted Bids must be sealed separate and the package/envelope must be clearly marked on "BID FOR WHIPPOORWILL SPRINGS CHAPTER RENOVATION/EQUIPMENT UPGRADES OF ROVATION BUILDING PROJECT" and must also be marked as "NBOA-Certified Priority One Bidder" or "NBOA-Certified Priority Two Bidder" as applicable. **Bids submitted by email, or fax shall be Disqualified.**

BIDS NOT ADHERING TO THE MANDATORY FORMAT MAY, AT THE DISCRETION OF THE SELECTION COMMITTEE, BE DISQUALIFIED

C. PROPRIETARY INFORMATION

Any information included in a Bid that the submitting Party desires to be treated as confidential must be put onto a separate page, and such page(s) must be clearly marked "proprietary" or "confidential" and must be easily separable from the entirety of the Bid, in order to facilitate public inspection of the non-confidential portion of the Bid. Confidential data is restricted to confidential financial information qualifying as a Party's trade secrets.

D. CORRECTIONS OR AMENDMENTS

If any Party wishes to amend or revise any submitted Bid, such is permitted so long as a final Bid is submitted before the date of opening of Bids set forth in Section II. I. herein; and any amended Bid must be a complete replacement for a previously submitted Bid and must be clearly identified as such.

E. WITHDRAWAL OF BID

Any Party may withdraw its Bid on or before the date of opening of Bid set forth in Section II. I. herein; a withdrawal must be requested by a writing signed by the duly authorized representative of the withdrawing Party.

V. REQUIRED SUPPORTING DOCUMENTS

A. CERTIFICATE OF GOOD STANDING

The Party submitting a Bid must be duly registered with an appropriate State Regulatory Agency (if two or more firms/entities jointly submit the Bid, then such must be registered as a Joint-Venture), and must submit a Certificate of Good Standing from such agency, showing that the Party is duly registered and in good standing with such state agency.

B. REQUIRED LICENSE

The Party submitting a Bid must also submit proof of formal licensing from a State Licensing Agency, for the following:

Construction ROC# _____ ; With State Of Arizona

All Bids not including the Mandatory proof of appropriate licensing shall be disqualified from consideration for a Contract Award for the Project.

C. INSURANCE DOCUMENTATION

The submitting Party must provide documentation of adequate insurance coverage as shown in the Required Insurance Provisions for Navajo Nation Construction Contracts document (see Tab B).

Submitted Bids must include the required insurance documentation; any Party not providing such documentation may be Disqualified – at CPMD or the Navajo Nation's sole discretion.

D. PERFORMANCE BOND & PAYMENT BOND (not required if contract is \$50,000 or less)

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 Bids 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.

E. I.R.S. W-9 FORM

The submitting Party must include in its Bid a completed and signed I.R.S. Form W-9, and form 100 as required by Navajo Tax Regulatory which will be used by the Navajo Nation to report all Contract payments to the I.R.S.

Submitted Bids need not initially include the required W-9 Form; however, such Form must be provided prior to final Contract Award, and any Party not providing such Form in a timely manner may be Disqualified - at Capital Project Management Dept. or Navajo Nation’s sole discretion; for purposes of this provision, a “timely” submission of such Form (i.e., deadline for submission) shall be determined by Capital Project Management Dept..

F. AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

The submitting Party must include in its Bid a list of Subcontractors that may be used by the Party in performance of the Project. The submitting Party must also include in its Bid a duly signed and notarized “Affidavit of Responsibility for Subcontractors” (see Tab C).

All Bids not including the Mandatory Subcontractors List and the Mandatory Affidavit of Responsibility for Subcontractors shall be Disqualified from consideration for a Contract Award for the Project.

G. AFFIDAVIT OF NON-COLLUSION

The submitting Party must include in its Bid a duly signed and notarized “Affidavit of Non-Collusion” (see Tab D).

All Bids not including the Mandatory Affidavit of Non-Collusion shall be Disqualified from consideration for a Contract Award for the Project.

H. AFFIDAVIT OF NON-SUSPENSION & NON-DEBARMENT

The submitting Party must include in its Bid a duly signed and notarized “Affidavit of Non-Suspension & Non-Debarment” (see Tab E).

All Bids not including the Mandatory Affidavit of Non-Suspension and Non-Debarment shall be disqualified from consideration for a Contract Award for the Project.

VI. CONTRACT DOCUMENTS & PROVISIONS

A. CONTRACT DOCUMENTS.

Please contact the Project Manager or Owner for a copy of the existing As-Built working documents or infrastructure for this Project. The Navajo Nation reserves the right to edit, revises, amends, or entirely replace, any or all proposed Contract documents, including all exhibits, prior to execution of the Contract by the Parties.

B. 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, costs, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with any work performed or services provided under this Contract, and any other related activities by the Selected Contractor, except for accident or injury arising out of the Selected Contractor's performance of work or services that is determined to be professionally and adequately performed with the due competence and professional skill generally exercised in the industry and in accordance with applicable industry standards set forth in relevant laws and regulations of the Navajo Nation, the Federal Government, or the State of New Mexico.

C. NAVAJO NATION LAWS & REGULATIONS

All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Contract awarded to the Selected Contractor and all performance under said Contract. **It shall be the Contractor's sole responsibility to seek advice from appropriate Navajo Nation programs or offices regarding all such laws and regulations that may be applicable to the Project, or to the Contractor's performance under the Contract.** Applicable laws and regulations include, *but are not limited to*, the following:

1. Navajo Sovereign Immunity Act, as amended (1 N.N.C. §§551 *et seq.*);
2. Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 *et seq.*);
3. Navajo Business and Procurement Act (12 N.N.C. §§1501 *et seq.*);
4. Navajo Nation Sales Tax (24 N.N.C. §§601 *et seq.*);
5. Navajo Preference in Employment Act (15 N.N.C. §§601 *et seq.*) (Navajo preference in hiring);
6. Funding grants. The Selected Contractor shall comply with any and all applicable laws, regulations, policies, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project, or to performance under the Contract, or to any funding agreement for the Project, and shall assist the Navajo Nation in timely meeting all such requirements as necessary.

VII. NAVAJO NATION DISCLAIMERS

A. RIGHT TO CANCEL THIS ITB

In accordance with Section XIII.B. Of the Navajo Nation Procurement Regulations, at any time prior to a final Contract Award, CPMD/Navajo Nation may cancel this ITB for any of the reasons as follows:

1. Inadequate or ambiguous specifications were cited in the ITB or this Package;
2. Specifications or descriptions for the Scope of Work have been revised;
3. The services are no longer required;
4. The ITB and this Package did not provide for consideration of all factors of cost to the Navajo Nation;
5. All Bids received indicate that the needs of the Navajo Nation can be satisfied by a less expensive service differing from that described in the ITB and this Package;

6. All Bids received that exceed the Maximum Feasible Price (budget) by 10 % shall be subject to negotiate or reduce the Scope of Work (SOW) and/or re-bid to Vendors;
7. Submitted Bids were not the result of open competition, were collusive, contained fraudulent statements or information, contained any material misrepresentation, or were submitted in bad faith;
8. Cancellation is in the best interest of the Navajo Nation.

A determination to cancel this ITB shall be published in the same manner as the initial ITB advertisement, and such cancellation shall be mailed or faxed to all Interested Parties who have received this ITB Package. Upon cancellation, all Bids shall be returned to a submitting Party upon written request by such Party.

B. APPROPRIATIONS REQUIRED

No Contract Award shall be made to any Party if there are not sufficient appropriations or authorizations regarding the Project, and any awarded Contract may be terminated if such appropriations or authorizations are lacking. The determination whether sufficient appropriations or authorizations are present is at the sole discretion of the Navajo Nation.

C. RIGHT TO WAIVE IRREGULARITIES

CPMD/Navajo Nation - at its discretion - may determine that any error, irregularity, or other misinformation contained in any Bid is of a minor consequence and CPMD may then waive any Mandatory requirement set forth in this ITB Package, provided that such waiver does not materially affect the objective nature of the Procurement process.

D. RIGHT TO DISQUALIFY

The Navajo Nation reserves its right to Disqualify any Bid or any Party from consideration for a Contract Award for the Project, if such Party has previously failed to satisfactorily perform any previous project or any previous contract with the Navajo Nation or any other governmental entity, has failed to timely submit required documents or information, or has caused the Navajo Nation to incur unreasonable expense regarding the consideration of its Bid.

E. RIGHT TO REFUSE CONTRACT

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

1. Lack of documents; the Navajo Nation has not received all required supporting documents, or other reasonably requested information;
2. Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related pre-Procurement activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or
3. Ineligibility; the Selected Contractor, or any other related person or firm, is ineligible for the awarding of this Contract, pursuant to applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or
4. Change to Scope Of Work or other requirements; there has been a change to the Scope of

Work or any other mandatory requirement, as specifically described in this ITB 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/MFP; there has been a revision (whether increase or decrease) of the Budget or the Maximum Feasible Price 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) 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
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 Nation's 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.

*****END OF DOCUMENT – BUT SEE TABS *****

EXHIBIT A – ACKNOWLEDGEMENT OF RECEIPT FORM

CAPITAL PROJECTS MANAGEMENT DEPARTMENT SERVICES, DIVISION OF COMMUNITY DEVELOPMENT

In acknowledgement of receipt of this Invitation To Bid (ITB), the undersigned agrees that he/she has received a complete copy, beginning with title page, table of contents and Exhibits A—C.

The acknowledgement of receipt should be signed and returned to the Project Manager no later than close of business day on December 10, 2019. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror's written questions and the Agency's written responses to those questions, as well as, RFP/ITB amendments, if any are issued. The following name and address will be used for all correspondence related to the RFP/ITB.

Firm WILL or WILL NOT (circle one) submit a proposal.

FIRM: _____

REPRESENTED
BY: _____

TITLE: _____ PHONE
NO.: _____

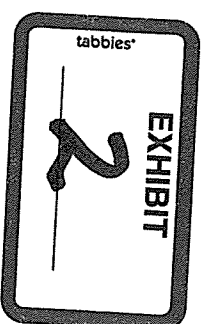
E-MAIL: _____ FAX
NO.: _____

ADDRESS: _____
CITY: _____ STATE: _____ ZIP
CODE: _____

SIGNATURE: _____
DATE: _____

Return Form To:

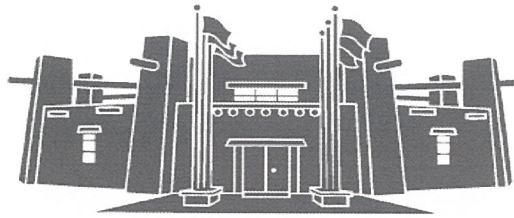
Mr. Edward Preston, Navajo Nation Architect
Capital Project Management Department, Division of Community Development
P.O. Box 1510
Window Rock, Arizona 86515
Telephone: (928) 871-6739 Fax: (928) 871-6098
Email: andy_thomas@nndcd.org



SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN

EXHIBIT:
D

NO.	CHAPTER	PROJECT DESCRIPTION	PROJECT TYPE (Pre-Design, Design, Design/Construction)	PROJECT DURATION	YEAR 1 FUNDING	YEAR 2 FUNDING	YEAR 3 FUNDING	MATCHING FUNDS (LEVERAGE)	SIHASIN FUNDS REQUESTED
160	Hardrock	Wellness Equipment	Major Equipment	24 months	\$44,940.00	\$0.00	\$0.00	\$0.00	\$44,940.00
161	Pifon	Chapter Communication Systems Upgrade	Major Equipment	10 months	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00
162	Pifon	Chapter House Perimeter Fencing	Construction	6 months	\$21,660.00	\$0.00	\$0.00	\$0.00	\$21,660.00
163	Pifon	Clearances for Withdrawal of Land for Community	Pre-Design	12-18 months	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
164	Pifon	Chapter Vehicle w/ Metal 1000 gal Water Tank	Major Equipment	2-4 months	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00
165	Pifon	Chapter Vehicle	Major Equipment	2-4 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
166	Pifon	Rural Addressing	Construction	12 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
167	Pifon	Housewiring/Bathroom Additions	Construction	12 months	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
168	Pifon	Housewiring/Bathroom Additions	Construction	12 months	\$23,648.14	\$0.00	\$0.00	\$0.00	\$23,648.14
169	Pifon	N8030 Road Project	Design/Construction	24 months	\$0.00	\$0.00	\$68,334.00	\$0.00	\$68,334.00
170	Pifon	Dziyijin Public Safety Utility	Planning	18 months	\$0.00	\$0.00	\$400,000.00	\$0.00	\$400,000.00
171	Pifon	Dziyijin College Land Withdrawal	Planning	24 months	\$0.00	\$0.00	\$83,000.00	\$0.00	\$83,000.00
172	Forest Lake	Senior Center (Renov./Addition)	Design/Construction	24 months	\$500,000.00	\$0.00	\$0.00	\$50,000.00	\$500,000.00
173	Whippoorwill Springs	Renovation Sr. Center, Warehouse, Admin. Building	Design/Construction	24 months	\$450,000.00	\$0.00	\$0.00	\$0.00	\$450,000.00
174	Iyanbito	Garden & Community Project	Pre-Design	4-6 months	\$0.00	\$10,000.00	\$97,700.00	\$0.00	\$107,700.00
175	Iyanbito	Head Start Project	Pre-Design	8-10 months	\$0.00	\$576,744.44	\$0.00	\$238,528.00	\$576,744.44



MEMORANDUM

TO: Honorable Jimmy Yellowhair
Hard Rock, Forest Lake, Pinon, Black Mesa, Whippoorwill Chapters

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: January 18, 2020

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE COMMITTEES; APPROVING A CHANGE IN RESOLUTION CAP-35-18 EXHIBIT D NO. 173 WHIPPOORWILL SPRINGS CHAPTER PROJECT BY AMENDING THE PROJECT DESCRIPTION, PROJECT TYPE PROJECT DURATION, AND FUNDING YEARS

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting.

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0026-20

SPONSOR: Jimmy Yellowhair

TITLE: An Action Relating to Resources and Development and Budget and Finance Committees; Approving a change in resolution CAP-35-18 Exhibit D No. 173 Whippoorwill Springs Chapter project by amending the project description, project type project duration, and funding years

Date posted: February 4, 2020 at 1:48pm

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*