INVITATION TO BID ("ITB") PACKAGE

FOR THE FOUR CORNERS MONUMENT PARK PROJECT TEEC NOS POS, AZ. IS SEEKING REQUEST FOR CONSTRUCTION MANAGER AT

RISK (CMAR) SERVICES FOR THE FOUR CORNERS MONUMENT PROJECT LOCATED ON THE NAVAJO NATION (APACHE COUNTY) ARIZONA

THIS ITB PACKAGE CORRESPONDS TO THE CLASSIFIED ADVERTISEMENT SHOWN IN THE **PUBLIC NEWSPAPER** DATED 6/12/2024 to 6/15/2024.



Navajo Nation Parks & Recreations Department

HWY 264 & Window Rock Loop Road Window Rock, AZ 86515

Phone No: (928) 871-6647 Email: ray.francisco@navajo-

nsn.gov

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I. INTRODUCTION

A. DEFINITION OF TERMS

- 1. "Project" means the "Four Corners Monument Project" for which this ITB Package has been prepared and to which this ITB pertains.
- 2. "NPRD" means the Navajo Parks & Recreation Department of the Navajo Nation Division of Natural Resources.
- 3. "NDOT" means the Navajo Division of Transportation.
- 4. "Certified Chapter" means the local government for the Chapter Community of the Navajo Nation, and as such is a political subdivision of the Navajo Nation.
- 5. "Project Manager" means the person with NPRD 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 *et seq.*) 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 or Public Newspapers on 6/12/2024 through 6/15/2024.
- 8. "ITB Package" means this Package for the "Navajo Nation Four Corners Monument Park 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 Parking Lot 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.
- 25. "CMAR" means Construction Manager at Risk.

B. PURPOSE OF THIS CMAR

The Navajo Nation is seeking a qualified Party to enter into a Contract with the Navajo Nation to provide a Request for Proposal for General Contractor & Professional Services for this Project and desires the construction and completion of The Four Corners Monument Park Project in accordance with applicable codes and specifications of the Navajo Nation. Must comply with the Navajo Nation Legislation CJY-68-23, 2021 ICC's Building Codes.

C. PROJECT LOCATION

This Project is located within the Navajo Nation (Apache County, AZ). The Project Site can be accessed by traveling North on HWY 160 for approximately seven (7) miles North of Teec Nos Pos from HWY 64 from Shiprock NM, turn North on Hwy 160 for approximately seven miles to the Four Corners Monument will be on the right-hand side. For directions contact 928-206-2540.

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.

Alvina, Arviso, Assistant Department Manager, NPRD- aarviso@navajo-nsn.gov Ray Francisco, Project Manager, NPRD- ray.franciso@navajo-nsn.gov,

II. REQUIREMENTS FOR THIS PROCUREMENT

A. GENERALLY

- 1. NPRD authority. NPRD, as a duly authorized department of the Navajo Nation government, is issuing this ITB Package and conducting this Procurement. NPRD 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 7/31/2024 (deadline to submit questions) and 8/2/2024 (the date of the response to questions), any Interested Parties may send an 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. 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:

Indian preference, as applicable;
All Bids not including the Mandatory Compliance Statement shall be Disqualified from consideration of the Project.

C. NAVAIO 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 December16, 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. 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 NPRD, 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, NPRD 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 NPRD, 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 3:00 p.m. MST on 9/5/2024 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 NPRD Conference room at the location shown in Section I.D. herein, on 9/6/2024 at 10:30 a.m... 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. §20 \$\mathbb{T}\$, 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 NPRD 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 NPRD, and one person from the <u>Four Corner Monument Park</u>. 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.

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

NPRD will make every effort to adhere to following schedule:

ACTION	RESPONSIBILITY	DATE
Issuance of ITB	Navajo Parks & Recreations Department	5/1/2024
Deadline to Submit Questions	Navajo Parks & Recreations Department	7/31/2024 @ 1:30 pm
Response to Questions	Navajo Parks & Recreations Department	8/2/2024 @ 1:30 pm
Pre-Bid Site Meeting	Navajo Parks & Recreations Department	7/30/2024 @ 11:00 am
Submission of Bids "Acknowledgement of Receipt Form"	Interested Parties	9/5/2024 @ 3:00 pm(MST)
Bid Opening/Notice to Finalist(s)/Non-Finalist(s)	Navajo Parks & Recreations Department	9/6/2024@ 10:30 am
Contract Award	Navajo Parks & Recreations Department	TBD

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

III. DESCRIPTION OF SERVICES DESIRED

A. SCOPE OF WORK

1. The Selected Contractor shall perform "CMAR" Construction Manager at Risk Services for the Four Corners Monument Park Project within the designated Navajo Nation Government land tract. This Scope of Work shall include construction contract with consultants for project engineering design and construction phase engineering services. To proceed and follow with designs owned by the Navajo Nation Parks & Recreations Department.

Overview: The Four Corners Monument Park Project consists of a 3-Parts Scope of Work; Part-1; a 1,893 SF. modular building construction, Part-2; Geotechnical sub-consultant services, Part-3; a 15,081 SF. Asphalt parking lot with 6-ADA parking space and concrete sidewalks. The CMAR will enter into agreements with NPRD for the project Negotiated not-to-exceed Preconstruction Design adjustments Phase Services agreement; and Construction Phase Services agreement with a Guaranteed Maximum Price ("GMP") AIA Document A133-2019, AIA Document A133 Exhibit A-2019, NN Supplemental General Conditions, AIA Document A201- 2017.

The CMAR will participate in the design adjustment phase and will hold the construction contract for the three primary features: the building facility, site development and infrastructure. Upon entering into the Construction Phase Service agreement with the Navajo Nation Parks & Recreation Department, the CMAR shall assume the risk of project delivery at the GMP and is responsible for construction means and methods. CMAR assumes the risk for all construction at the contracted GMP. Any work not covered by a budget line item must be included in the contingency amount. During the Design Phase the CMAR may be required to

but is not limited to the following: Provide detailed independent cost estimating and knowledge of marketplace conditions; Provide project planning and scheduling. Provide alternate systems evaluation, value engineering and constructible methods. Advise NPRD of ways to gain efficiency in project delivery; Protect the project sensitivity to quality control, safety, and environmental factors. During the Construction Phase the CMAR will be required to complete certain tasks, including but not limited to the following: Coordinate with various Navajo Nation departments, entities, other agencies, utility companies, etc. Schedule and manage site operations; Bid, award, and manage all construction related contracts and subcontracts while meeting the Navajo Nation bid procurement requirements. Provide Bonding and insure the construction address all federal, state and Navajo Nation requirements.

The CMAR will be responsible for complying with cost estimating, constructability review and Tasks will include, but may not be limited to civil, structural, plumbing, mechanical, solar, easements and temporary construction easement(s), and staging area(s) throughout the design adjustment process and deliver a GMP Proposal utilizing the 100% construction documents and product specifications. Materials submittals, RFI's will be submitted, reviewed and approved by NPRD Project Managers throughout the contract process and duration of the project.

The Contractor must comply to all UBC, NFC, IBC, NEC, IMC, ADA, AFPA, NOSHA, NNEPA, IPC codes. Must comply with the Navajo Nation Legislation CJY-68-23, 2021 ICC's Building Codes. Color selection and design will be approved by NPRD Project Managers. Including requirements are all permits, PPT, inspections, specifications, and regulations, contact all local utility authorities before you dig/excavate subgrade. As required Contractor to include As-Built drawings of structure and civil/site drawings. Subject to change upon negotiations

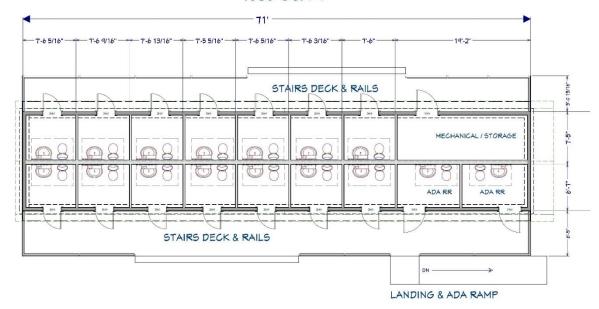
The Four Corners Monument Park Project 3-Part Scope of Work are as follows:

Part- 1. Scope of Work as follows:

Construction consists of selected demolition, replacement, and upgrades on an existing NPRD Modular Building that will be provided to the Construction Manager At Risk for the construction. The Contractor will Fabricate or Pre-Fabricate Modular Restroom 16-Section Neutral Facility, 71 ft. x 14 ft. x 8 ft. modular unit frame on axle with hitch, including 2-ADA compliant facility. Metal modular frame hitch, axle will be provided by NPRD see photos for modular unit to be use for construction and modifications. Scope of work will include a DC-Solar Panel to supply an LED light & exhaust fan in each restroom section, plumbing will be tapped into existing underground septic tank and leach field, plumbing, electrical, HVAC, structure will comply to 2021-ICC.s Building Codes. Waterline PTT will apply including installation of underground waterline +/- 60 ft. SOW will include modular setup, leveling, transport, tie down, area compaction within 95% and grounding component. Materials will be: typical wood frame 2x 8-10 floor joist, T&G 3/4x4x8 glued subfloor deck, wood frame 2x lumber, leachate or vinyl flooring, aqua drywall on 2x8 plumbing wall, drywall- hang, tape, texture, primer paint, semi-gloss paint, latex paint, color TBD, exterior siding, pre-engineer wood trusses, metal pro-panel roofing, vapor barrier, insulation, 4'-0" concrete sidewalk in front & back of building, ADA ramp per code requirements for 2 designated restroom facility sections(refer to conceptual plan design), elongated toilet, wall mount vanity sink, large 2-roll paper dispenser, poly waterlines, American standard brand or equal to, subject to negotiation on availability, location, warranty and delivery schedule, lever type fixtures, lever types door hardware, privacy door hardware and closer, all keyed alike

with a master key, pre-hung exterior door fiberglass or steel door type, typical exhaust fan, LED light fixture, each restroom section will have stairs & continues wood deck with hand railing. (Conceptual Below).

FOUR CORNERS MODULAR 16- SECTION RESTROOM UNIT



NPRD Modular Unit Located in Window Rock, Arizona Central Office. TBC for Four Corners Monument Modular Restroom Project.



Part- 2. Scope of Work as Follows:

Geotechnical Scope of Work Services- General Contractors' Consultants will perform geotechnical engineering and related services for the Four Corners Monument Park on Navajo Nation Land Track. Consultants will be required to

execute a Task Order which will specify the scope of services, task schedule for the Four Corners Monument Park area designated site for development. To include recommendations for conventional building foundation & methods, asphalt parking lot, sewer lagoon, septic tank leach field, reports of several construction methods options to apply for feasibility and development of a (36.50)-acre park located within the Navajo Nation Land withdraw track as described in attached map, Teec Nos Pos, Arizona. See attached details map & scope of work. Services Required are as follows:

- 1.Undisturbed shallow and deep soil borings sampling for 3-inch diameter samples of 16-boring samples.
- 2. Soil classification testing (moisture content, organic content, unit weight, limits, grain size and distribution and pH testing, etc.)
- 3. Strength testing (unconfined compression- UC; triaxial-UU)
- 4. Settlement testing (consolidation test, settling column test, low stress consolidation test, etc.)
- 5. Geotechnical Engineering (slope stability analysis, settlement analysis of both underlying soils and self-weight consolidation of dredge materials, settlement curves, geotechnical instrumentation, etc.)
- 6. Surface profiles (strength profiles, geologic profiles, etc.)
- 7. Detailed engineering report with analyses and recommendations.
- 8. Reviewing geotechnical reports, presentation of geotechnical reports.
- 9. Construction related geotechnical engineering services.
- 10. Infrastructure utility analysis (identifying locations etc.)

Geophysical & Geological Investigation:

- 1. Civil Survey.
- 2. Preliminary sampling plan.
- 3. Seismic survey.
- 4. Evaluation of geophysical data.
- 5. Borrow area and volume calculations.
- 6. Technical reports and presentations.
- 7. Boring logs and field notes.
- 8. Laboratory analysis results.
- 9. Geophysical survey data and interpretation.
- 10. Quantity calculations.
- 11. Progress reports.
- 12. Topo Survey at 12" increments.
- 13. Recommendation to build facilities & sewer lagoon.

All may be subject to negotiations list of deliverables, with reporting format requirements will accompany each Task Order when issued. All deliverables shall be accompanied by a letter of transmittal.

All soil sampling methods under this Scope of Work services shall be performed with/or under a Licensed Technician or Licensed Engineer.

Land surveyor work will be included under this scope of work to identify all infrastructure, land track, land boundaries, legal land description survey, topo, elevations and grade contours, which includes coordination with the local utility company NTUA, IHS, Frontier, BIA, for water, power, sewer, roads, right-of-way's, communications, data, sewer lagoons, leach fields, Navajo Nation Land department

to include land withdraw area, land track etc. per site assessments and surveys. Civil site plan to determine future development locations and feasibility assessment report, recommendation, and methods.

See attachments: resolution, land usage, preliminary land boundary track, location map of development, location map of soil boring and sampling, conceptual map of the Four Corner Monument area. (Map Below).

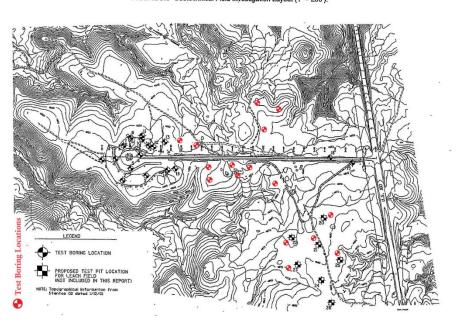
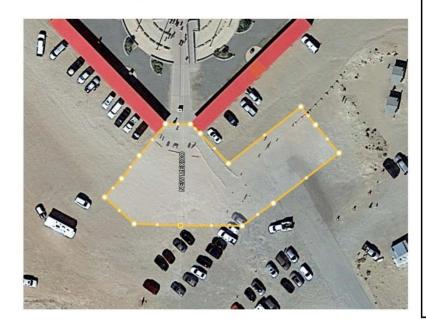


FIGURE B.3 Geotechnical Field Investigation Layout (1" = 200').

Part- 3. Scope of Work as Follows:

Four Corners Monument Park Project- ADA parking lot & sidewalk project. Scope of work consist of 15,081 SF asphalt and concrete sidewalk development for six ADA parking space to include civil engineering and design, earthwork, and erosion control to mitigate water from front entrance at the park entrance sidewalks to include ADA accessibility, ripraps, signage, paint strips, stop/yield pedestrian signs, crosswalks, concrete curb bumpers, concrete sidewalks with 6" turndowns development will include pre-engineering soil fill, cutting elevations where applicable to mitigate erosion control and backfill affected areas if applicable. Asphalt parking lot will be designed to carry high (GVWR) gross vehicle weight rating of large buses and high heavy traffic. Asphalt design will be 6" asphalt, 4" base course, compact will comply with 2021 ICC code, concrete design will be 3,000 PSI, 3/4 inch aggregate, air entrainment, 4" slump. (Conceptual Below).

Four Corners Monument Development Project 2024 ADA Parking Lot & Sidewalk Site Plan. Project 0



Project Scope of Work consist of Earthwork and Erosion control to mitigate water from front entrance of the Monument with concrete sidewalks, Riprap, ADA asphalt parking lot, civil engineering and design. Conceptual design consist of a 15,081 SF of asphalt and concrete site development to include pre-engineer soil fill including cut and backfill effected areas. Asphalt design 6" asphalt, 4" base course compact per 2021 ICC code.

Navajo Nation Parks & Recreation Department

Contact Marcus Murphy, NPRD if you have any questions or need additional information. email: marcus.murphy@navajo-nsn.gov.

B. EARTH CONDITIONS

2. Project Conditions.

- A. Dust Control: To prevent unnecessary spread of dust during performance of exterior demolition work, thoroughly moisten surfaces and debris as required to prevent dust a nuisance to the public, neighbors and concurrent performance of other work on the site. Contractor shall be responsible for securing a supply of water in accordance with applicable regulations.
- 1. In order to control the use of hydrants/watering locations, the accompanying hydrant wrench/permit needs to be registered to a specific individual within the Navajo Nations Water Department authority, with specific vehicle and the company.
- 2. The contractor will not be required to meter water usage; however, the contractor will be required to maintain a record of all hydrant usage with approximate quantities. The Nations water department will provide a template form to be completed by the Contractor to document hydrant use.
- 3. Unauthorized use of the fire hydrants/watering locations will not be permitted.

C. MATERIALS

1. Materials needed or required for temporary in the form of barricades, fences, enclosures, etc., may be "used" construction materials of sound condition and reasonable clean.

However, the condition of same materials shall meet or exceed the requirements of governing or approving bodies as many be involved with the work.

D. PROJECT EXAMINATION

- 1. Prior to performance of the actual work, carefully inspect the entire site and structures and locate, and verify with the Project Manager, those structures and objects designated to be demolished and removed and those structures and objects to be preserved.
- 2. Locate existing exposed and buried active utilities and determine the requirement for their protection, or their dispositions with respect to the demolition work.
- 3. Contractor must notify the various utility companies when work is to begin so that gas and electric services may be discontinued and all wires and equipment may be disconnect in accordance with the rules and regulations of the utility companies. Contractor shall contact NTUA 1-(928-729-5721).

IV. REQUIREMENTS FOR PROPOSAL/BIDS

A. NUMBER OF SUBMISSIONS & COPIES

Each Interested Party must submit one (1) single original Proposal/Bid for this Project, with (1) copies thereof. 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 NPRD will not copy, collate, merge, bind, or otherwise manipulate any Bid submitted.

Required Bid Documents

- Bid Form
- 10% Bid Bond
- Navajo Preference Certificate of Business
- General Contractors License
- Schedule of Values
- Overall Project Schedule

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 thirty-five (35) pages of text and/or graphic material. Required pages that shall be excluded from the thirty-five-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)

- 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 NPRD 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. Experience & Prior Project: The submitting proposals must demonstrate a satisfactory history of performance on prior General Contractor & Professional Services, both Pre-Fabrication & Fabrication construction. Prior experience with As-Builts/Scope of Work/Architectural/Engineering Plans & Design services on various commercial buildings designs, and successful completion of previous projects, shall be given significant weight in the evaluation. All these prior projects must have been for commercial and/or business tracts on the Navajo Nation or off the Navajo Nation of 7 years' experience of General Contracting & Professional Services.
- 7. Markings. All submitted Bids must be sealed separate and the package/envelope must be clearly marked on "BID FOR CMAR- FOUR CORNERS MONUMENT PARK PROJECT" and must also be marked as "NBOA-Certified Priority One Bidder" or "NBOA-Certified Priority Two Bidder" as ELECTRON COMMITTER DESCRIPTION SHALL BE SHALL BE Disqualified.
 - BIDS NOT ADHERING TO THE MANDATORY FORMAT MAY, AT THE DISCRETION OF THE

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#; or

With State Of Arizona or New Mexico.

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 NPRD 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 NPRD 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 NPRD.

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 Navajo Parks & Recreation Department 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 Navajo Parks & Recreation Department.

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. EVALUATION

A. PROCEDURES FOR CONTRACT AWARD

The Contract shall be negotiated and awarded in accordance with 12 N.N.C. §346. Fees shall be negotiated based upon the Scope of Work, reimbursable costs, specific Architectural and engineering requirements, the size and complexity of the Project as related to an approved fee schedule, and qualifications of the selected party. If negotiations are ultimately unsuccessful, NPRD may in its discretion decide to terminate negotiations and/or cancel this ITB/RFP.

VII. CONTRACT DOCUMENTS & PROVISIONS

A. CONTRACT DOCUMENTS.

Please contact the Project Manager at Navajo Parks & Recreation Department for working construction documents, project manual specifications 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.

See Navajo Nation Supplemental General Conditions Agreement between Owner and Contractor. <u>EXHIBIT B</u>

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 & Arizona.

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.

VIII. 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, NPRD/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 exceed the Maximum Feasible Price (budget);
- 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

NPRD/Navajo Nation - at its discretion - may determine that any error, irregularity, or other misinformation contained in any Bid is of a minor consequence and NPRD 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 NPRD 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 - SEE BID FORM & EXHIBIT- A, B, C & Attachments ********

EXHIBIT A - ACKNOWLEDGEMENT OF RECEIPT FORM

NAVAJO PARKS & RECREATION DEPARTMENT, DIVISION OF NATURAL RESOUCRES

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, B, C.

The acknowledgement of receipt should be signed and returned to the Project Manager no later than close of business day on September 5, 2024 @ 3:00 pm.(MST) 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, ITB amendments, if any are issued. The following name and address will be used for all correspondence related to the ITB.

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

FIRM:	
REPRESENTED BY:	
TITLE:	PHONE NO.:
E-MAIL:	FAX NO.:
ADDRESS:	
SIGNATURE:	DATE:

Return Form To:

Alvina Arviso, Assistant Dept. Manager. Or Ray Francisco, Project Manager. Navajo Nation Parks & Recreation Department. HWY 264 & Window Rock Loop Road, in the Navajo Museum

Window Rock, Arizona 86515 Telephone: (928) 871-7341

Email: Alvina Arviso@navajo-nsn.org. Email: ray.franciso@navajo-nsn.org

Bid Submittal Form

Total Base Bid Task Order Lump Sum, as included An	nount NN Ta Dollars	(\$)	
Amount for Navajo Nation Business Tax:	Dollars	(\$)	
		(\$)	
Base Bid Lump Sum:		Dollar	'S
following lump sum: (Amounts to be shown in bot words amount shown is words will govern, <i>please print</i> .) All sun Tax, as well as all permits and fees required by Navajo municipalities.	and figures. In ns included N	n case of discrepan Navajo Nation Bus	cy, the
Base Proposal: The Bidder agrees to perform all work for the <i>Four Corners Monument Park Project</i> Specification a			
The undersigned Bidder's representatives also acknowledge Addendum No:, dated, Addender Addendum No:, dated	um No:	, dated	,
The undersigned, as an authorized representative for the B the Invitation to Bid (ITB) for theh project scope, with related documents, and having examine being familiar with all of the condition, surrounding the coincluding the availability of labor, materials, and supplies materials and supplies, and to construct the project in according the prices stated below. These prices are to cover all expense required under the contract documents, of which tis propose.	naving examined the site the construction of hereby proportion and the site in	ned the drawings and proposed work, and the proposed projectoses to furnish all line contract documents.	nd nd ect, labor, ents at
TO: THE NAVAJO NATION Hereinafter called "OWNER's Representative" Attn: Alvina Arviso, NPRD- Bldg. 36-A Window Rock, Arizona 86515	ock Loop Road	d.	
Proposal of (company Name): Company and exiting under the laws of the State of Corporation, Partnership or Individual. (Circle correct one			
<u>Teec Nos Pos</u> , Arizona			
Four Corners Monument Park Project			
Contractor's License No			
Date of Bid:			

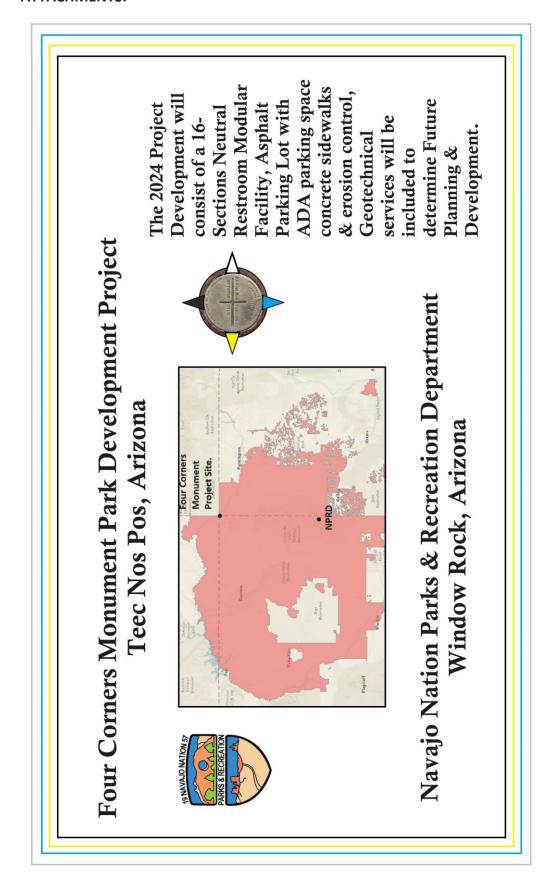
The Bidder understands that the contract will be awarded in accordance with all Navajo Nation laws/policies and the Owners reserves the right to reject any or all bids and to waive any formalities on the bidding.

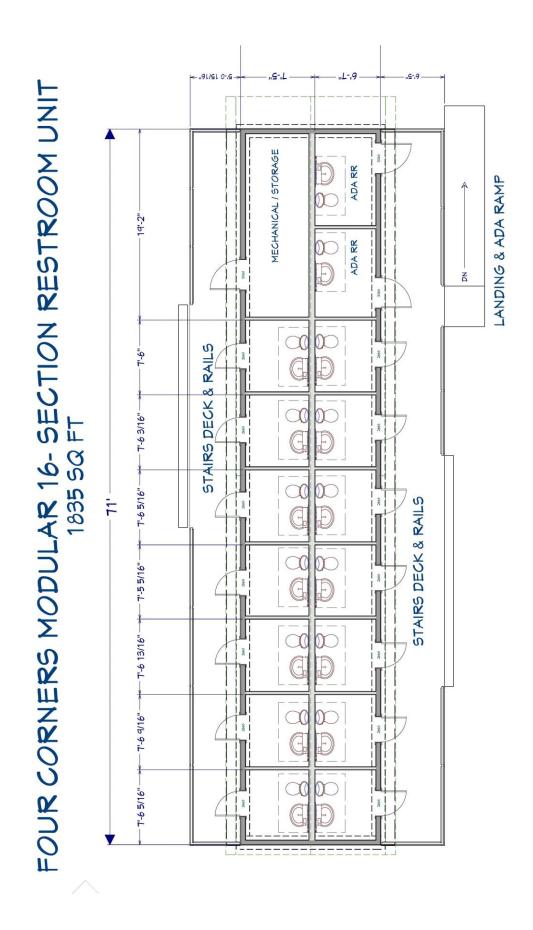
The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the final contract and deliver surety bonds as required by the Instructions to Bidders within seven (7) calendar days.

The BID SECURITY attached in the sum of 3% of the bid amount is: _	
And shall become the property of the Owner in the event of the corexceed within the time set forth herein, as liquidated damages for texpenses to the Owner caused by herby.	
Name and Address of Firm:	
Phone:	
Email:	
FAX:	
Signature:	
Firm:	
Title (Firm Official Authorized to Sign Document)	
DATE OF PROPOSAL:	

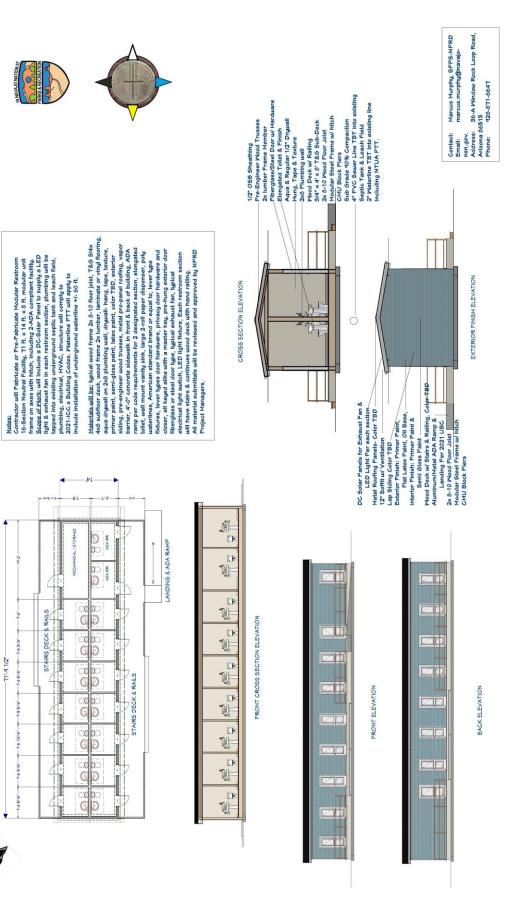
NOTE: This FORM including a <u>SCHEDULE OF VALUES</u>, Overall construction & design <u>PROJECT SCHEDULE</u> must be submitted with the proposal in a sealed Envelope clearly identified as "The Four Corners Monument Park Project Price Proposal" Do Not Open.





NAVAJO PARKS & RECREATION DEPARTMENT 2024

FOUR CORNERS MODULAR 16- SECTION RESTROOM UNIT



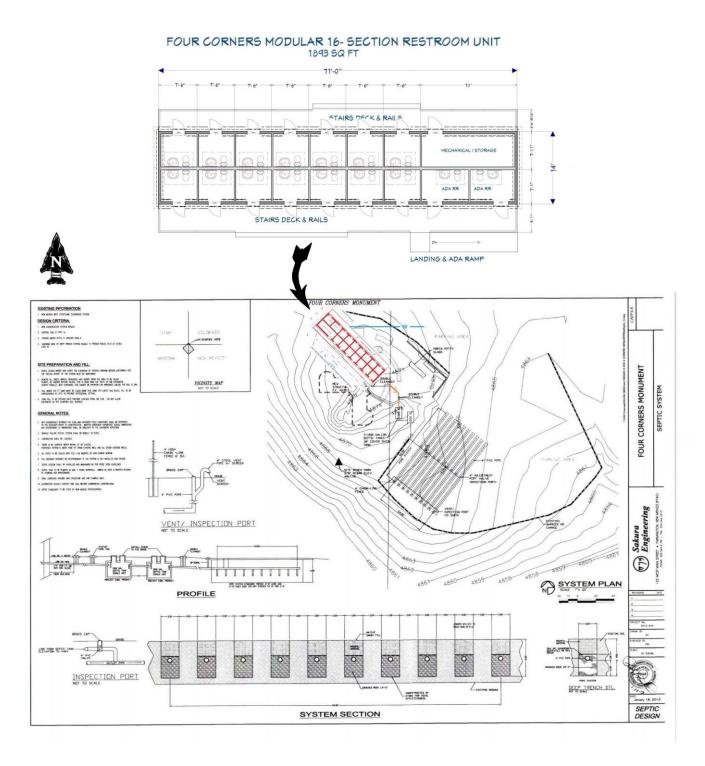
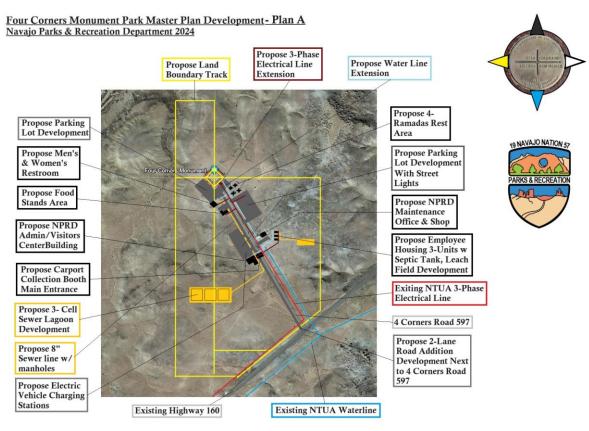
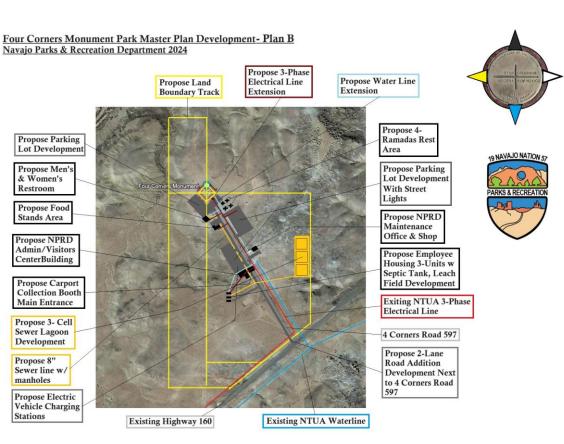


FIGURE B.3: Geotechnical Field Investigation Layout (1" = 200').





Four Corners Monument Development Project 2024 ADA Parking Lot & Sidewalk Site Plan.



Erosion control to mitigate water from front entrance Conceptual design consist design 6" asphalt, 4" base consist of Earthwork and including cut and backfill of a 15,081 SF of asphalt course compact per 2021 development to include engineering and design. effected areas. Asphalt of the Monument with Project Scope of Work Riprap, ADA asphalt pre-engineer soil fill concrete sidewalks, and concrete site parking lot, civil ICC code.

Navajo Nation Parks & Recreation Department

NPRD Modular Unit Located in Window Rock, Arizona Central Office. TBC for Four Corners Monument Modular Restroom Project.

