



NAVAJO NATION – DIVISION OF COMMUNITY DEVELOPMENT (DCD) – COMMUNITY HOUSING AND INFRASTRUCTURE DEPARTMENT (CHID)

Request for Qualifications (RFQ) No. DCD-CHID-2023-02-ARPA
Housing (Design, Construction, and Delivery of Manufactured,
Modular, and Custom-Built Homes)

Issue Date: Saturday, November 25, 2023
RFQ Proposals Due: Friday, December 22, 2023 @ 4:00 PM (MST)
MST = Mountain Standard Time

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REQUEST FOR QUALIFICATIONS

NAVAJO NATION

CONSTRUCTION MANAGER AT RISK (CMAR) TO PROVIDE MANUFACTURED, MODULAR, AND CUSTOM-BUILT HOMES

ISSUED: NOVEMBER 25, 2023

RFQ NO. DCD-CHID-2023-02-ARPA HOUSING

SECTION 1: OVERVIEW

The Navajo Nation (Nation) Division of Community Development – Community Housing & Infrastructure Department (DCD-CHID) on behalf of the entire Navajo Nation is requesting for proposals from qualified firms to provide Construction Manager at Risk (CMAR) services to successfully design, build, and deliver manufactured, modular, and/or custom-frame build homes/hogans to residents throughout the Navajo Nation in the states of New Mexico, Arizona, and Utah. All potential offerors are encouraged to review this Request for Qualifications (RFQ) carefully, especially for mandatory requirements.

The Nation intends to award Indefinite Delivery / Indefinite Quantity (IDIQ) contracts to either a single offeror or multiple offeror's that can provide seamless housing services by providing the design, construction, and installation services for home recipients as outlined further in Section 4 – Scope of Work. The objective of the Nation is to have master IDIQ contracts in place to issue project specific work orders for homes on a case-by-case basis for funding that may include ARPA, BIA, HUD, and Navajo Nation Funding over a five (5) year period. See Section 4 – Scope of Work for more details related to any funding requirements that have specific obligation and expenditure periods.

SECTION 2: SCHEDULE OF ACTIVITIES

This section of the RFQ outlines and describes the major events of the Selection process and specifies general requirements.

| RFQ Schedule of Activities | Date |
|-----------------------------------|--|
| Issue of RFQ | Navajo Nation Times: Thursday, November 30, 2023 Gallup Independent: Wednesday, November 29 th and December 2 nd , 2023 |

| | |
|--|---|
| | Arizona Daily Sun: Saturday, November 25 th and December 2 nd , 2023 Farmington Daily: Sunday, November 26 th and December 3 rd , 2023 Albuquerque Journal: Sunday, November 26 th and December 3 rd , 2023 |
| RFQ Non-Mandatory Pre-Proposal Meeting | Tuesday, December 5, 2023, at 9:00 AM (MST) |
| RFQ Questions Due | Friday, December 8, 2023, at 4:00 PM (MST) |
| RFQ Response to Questions | Wednesday, December 13, 2023 |
| RFQ Proposals Due | Friday, December 22, 2023, at 4:00 PM (MST) |
| Official Opening and Evaluation of Proposals | TBD |
| Interviews (As Applicable) | TBD |
| Award Date of Qualified Respondent | TBD |

1. **Deadline to Submit Questions** – Questions regarding this RFQ must be submitted in writing by email only to the Project Contact listed below. Written questions as to the intent or clarity of this RFQ can be submitted to the Project Contact until **Friday, December 8, 2023 at 4:00 PM (MST)**. Written responses to written questions and any RFQ amendments will be distributed in writing and emailed to all parties who obtained the RFQ package from DCD - CHID.

Project Contact:
Mr. Patrick Dalgai
Department Manager II
Community Housing and Infrastructure Department (CHID)
(928) 871-6468 (Office)
(480) 540-5468 (Mobile)
Email: pat_dalgai@nnchid.org

2. **RFQ Addendum / Response to Written Questions** - In the event it becomes necessary to revise any part of the RFQ and officially respond to received questions, DCD-CHID shall issue a written addendum(s) on the specifics of the change and inform all concerned. Response to written questions will be issued no later than **Wednesday, December 13, 2023**. If necessary, additional addendums may be issued after **Wednesday, December 13, 2023**, that may impact schedule or other related circumstances unrelated to received questions. The offeror should acknowledge receipt and review of the addendum(s) under the Letter of Interest.
3. **RFQ Proposal Submittal Deadline** – Proposals must be physically submitted or postmarked via U.S. mail to the following address by **Friday, December 22, 2023 no later than 4:00 PM (MST)**:

Attention:
Mr. Patrick Dalgai
Department Manager II
Community Housing and Infrastructure Department (CHID)
Administration Building No. 2, Window Rock Blvd
Window Rock, Arizona 86515
Or
P.O. Box 2389
Window Rock, Arizona 86515

(928) 871-6468

Email: pat_dalgai@nnchid.org

Any proposals or portion thereof, received or postmarked after the submittal deadline will not be considered and returned to the submitting entity. **No facsimile or emailed proposals will be accepted.**

Selected firm shall comply with all provisions of the Navajo Preference in Employment Act at 15 NNC. § 601 et seq. and NBOA (5 NNC§ 201 et seq) .

The selected firm shall contact the Navajo Nation's SOURCE List of firms to be given priority in Firms' selection of Subcontractor for this project. The selected firm and any subcontractors will be subject to Federal Procurement Standards and Compliance and Reporting Requirements-State and Local Fiscal Recovery Funds, September 27, 2023 Version: 5.2.

4. Rejection of Proposals – The DCD-CHID reserves the right to reject any or all proposals and to waive informalities in the proposals received whenever such rejection or waiver is in the best interest of the Navajo Nation.
5. Proprietary Information – Any restriction on the use of data contained within any proposal must be clearly stated in the proposal. Each and every page that contains proprietary information must be stamped or imprinted "Proprietary".
6. Ownership of Proposals – All materials submitted with the RFQ accepted for rating shall become the property of DCD-CHID and not returned to the firm. The DCD-CHID has the right to use any or all information presented in the RFQ. Disqualification or non-selection of a firm or proposal does not eliminate this right.
7. Cost Incurred – The DCD-CHID is not liable for any cost incurred by the firm prior to issuance of a signed contract award for services.
8. Contractual Obligation – The contents of the proposal may become part of contractual obligations of the contract award. Failure of the firm to accept these obligations may result in cancellation of the award for services.

9. Award of Contract – Upon selection, the firm will be notified, and a contract will be entered into. The contract shall be effective from the executed date of the contract between the Navajo Nation and the firm.
10. Standard Contract – The Navajo Nation reserves the right to incorporate contract provisions which are based on applicable requirements, such as, Navajo Nation Laws, Federal, State, and local requirements, etc. into the contract documents.
11. Taxes – All work performed, and services provided within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax.
12. Insurance – The Navajo Nation will require the successful firms, at its sole expense, to procure and maintain adequate and sufficient insurance for all potential liability, such as, professional liability, automobile liability, worker’s compensation, errors and omissions liability, etc. Insurance requirements will be outlined by the Navajo Nation Risk Management Department prior to any final award of a contract.
13. Disclaimer – the Navajo Nation's acceptance or review of any proposal shall not guarantee the execution of any contract, and the proposed contract shall be reviewed by all appropriate departments through the 2 N.N.C. § 164 review process, including the Navajo Nation Department of Justice, for administrative and legal sufficiency, prior to execution by the Navajo Nation. Proposal reviews may also be subject to the Navajo Nation Procurement Code 12 N.N.C. §346. The Navajo Nation reserves the right to reject any proposed contract prior to execution, for improprieties in the procurement process or applicable Navajo Nation or federal laws or regulations, or for failure to submit all requested documents or information.

SECTION 3 – PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Proposal must be submitted in a sealed envelope/box clearly marked:
 - a. “DO NOT OPEN – RFQ NO. DCD-CHID-2023-02-ARPA Housing”
 - b. The name of the firm submitting the proposal shall be written legibly and shown on the outside of the sealed envelope. Please include the firm’s address.
 - c. Proposals **must** include the following documents:
 - Letter of Interest
 - Non-Collusive Affidavit (Exhibit A);
 - Debarment and Suspension (Exhibit B);
 - Affidavit of Responsibility for Subcontractors (Exhibit C);
 - W-9
 - Response to Scope and Evaluation Criteria
2. Proposal Format: The firm shall submit one (1) original and four (4) identical copies of their RFQ proposal for the evaluation committee members. Appearance of proposal is important and professionalism in proposal presentation should not be neglected. The proposal format are as follows:

- a. This RFQ proposal may not exceed thirty (30) single-sided pages (maximum 8 ½" x 11") with a minimum of half inch page margins and 10 pt. font size.
 - b. Pages that have photos, charts and graphs will be counted towards the maximum number of pages and font size should be readable.
 - c. The following information is not included in the 30-page limit: proposal front and back cover; cover letter on company letterhead; table of content; divider and/or tabs (as long as there is nothing on them), insurance certificate, non-collusive affidavit, non-debarment certificate, affidavit of responsibility for subcontractors, W-9, cost proposal, and maximum 1-page resumes of each key team member.
 - d. RFQ submittals should be plastic or metal spiral-bound only. Please do not submit RFQ proposals in loose-leaf 3-ring binders; these will be considered non-responsive and returned to the firm un-rated.
3. It is the Offeror(s) responsibility to visibly mark on the outside of the proposal package, if applicable, the Offeror(s) priority status under the Navajo Nation Business Opportunity Act. It is the responsibility of the offeror to identify themselves as certified under the Navajo Nation Business Opportunity Act.

B. PROPOSAL REVIEW PROCESS

1. Receipt of proposals will be verified on the due date specified.

C. PROPOSAL EVALUATION

1. Proposals shall be evaluated and rated in accordance with the criteria outlined in Section 6 – Proposal Content and Evaluation Criteria.
2. The DCD-CHID will rate the proposals based on total points awarded and the top qualified firm with the highest rating and ranking will be determined as most responsive. The DCD-CHID reserves the right to interview firms who submitted proposals.

D. AWARD OF CONTRACT

1. Upon selection, the firm will be notified, and a contract will be entered into with the DCD-CHID.
2. Award and processing of the contract is based on the firm's compliance with Navajo Nation laws.

SECTION 4: SCOPE OF WORK

A. BACKGROUND OF PROJECT

On July 8, 2022, the Navajo Nation Tribal Council passed Resolution No. CJN-29-22 approving expenditure plans for the Navajo Nation Fiscal Recover Funds to include funding for the development and construction of homes to recipients located throughout the Navajo Nation in the states of New Mexico, Arizona, and Utah.

Funding in addition to FRF funds are under consideration and may be made available during the period of performance of the contractor(s). All funding will be identified in work orders issued under the IDIQ contract(s).

B. PROJECT CONSIDERATIONS

The following considerations are being provided to assist your firm in preparing a proposal:

- The Nation may not have standard designs for manufactured, modular, or custom framed homes. Depending on the delivery type of the homes, the offeror should include a fully inclusive Architectural and Engineering (A&E) team that can provide full A&E design services to include any supplemental design efforts that may be required for surveying, geotechnical, and environmental services necessary to fully facilitate the construction of homes throughout the Nation.
 - A&E services shall identify team members for structural, civil, mechanical, and electrical engineering.
- Upon the successful evaluation and award to an offeror, the Nation intends to issue a master IDIQ contract. The master contract will be a Not-to-Exceed amount, and as applicants and their locations are finalized during the project, the DCD-CHID will issue individual work order forms for each order placed. Work Orders will vary in terms of the number and type of units that are ordered.
- The Nation will negotiate any design, construction, and/or delivery of any housing unit after award of the IDIQ contract and as part of each Work Order.
- The Nation will contract with a 3rd party inspector to conduct an inspection of each unit as part of the substantial completion after the units are built/delivered and installed.

C. DESIGN CRITERIA / SPECIFICATIONS

Offeror(s) shall design and construction all housing units in compliance with the U.S. Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards. (24 CFR Part 3280) and current International Building Codes (IBC). Work Order specific design specifications may apply and will be provided on a case-by-case basis.

D. PERIOD OF PERFORMANCE / PROJECT IMPLEMENTATION SCHEDULE

The Period of Performance (POP) for this solicitation will be for three (3) years with an option to extend for two (2) additional one (1) year terms.

Part of the funding for this project is part of the United States American Fiscal Recovery Fund Act (ARPA) which requires all funding to be fully expended no later than December 31, 2026. The Nation has included the following schedule in Legislation CJN-29-22 that outlines specific funding obligation and expenditure periods to ensure the ARPA funding deadline is met. The following dates must be adhered to for any work orders issued utilizing this funding.

| | |
|----------------------------------|--------------------|
| Obligation Deadline for Funding: | September 30, 2024 |
| Fully Expending Funding: | June 30, 2026 |

Other funding source obligation and expenditure periods will be considered on a case-by-case basis depending on the funding source and requirements.

SECTION 5: INSURANCE REQUIREMENTS

The offeror will be required to meet and provide a Certificate of Insurance that meets the Navajo Nation's Risk Management requirements.

SECTION 6: PROPOSAL SELECTION PROCESS AND EVALUATION CRITERIA

All eligible proposals will be reviewed and rated for their qualifications and experience based on their suitability to complete the Scope of Work. The Navajo Nation, at its discretion, reserves the right to make an award without further discussion of the proposals submitted.

Proposal evaluations will be based solely on the information outlined in the RFQ. It is important to include all relevant information and evidence of your firm's record of performance and ability to perform the work.

The Navajo Nation has the right to reject any and all proposals received in response to this RFQ such as the right to waive informalities or irregularities in bids. In the event there is deviation from the specifications, the offeror(s) will indicate in writing the exception(s) from the specifications, therefore if there is no noted exceptions. Each proposal will be evaluated and rated as follows:

| | MAX POINTS |
|--|-------------------|
| Firm Experience/License – A copy of the general contractor's license, dealer's license, installers license, electrician's license, and plumber's license within the States of New Mexico, Arizona, and Utah. This requirement is not intended to count towards the evaluation points; however, could deem the offeror's proposal as non-responsive if the required license(s) are not included with the response. | 0 |
| Proposal Content, Neatness, Organization Chart, Experience, Cover Letter, How Firm will approach this project. | 10 |
| Firm Team – Provide a table / chart that clearly indicates the contractor, subcontractor, and consultants that may be required to complete the design, construction, and delivery/installation of each unit. Evaluation will include resumes/bios as applicable for key roles. | 30 |
| Quality Control – Provide a quality control summary that demonstrates how the offeror will meet the minimum design and construction standards. | 20 |
| Experience working on Navajo Nation Projects especially in the building of single-family traditionally built homes and/or manufactured/modular homes. | 10 |

| | |
|---|------------|
| Capacity to handle type of project. Provide documentation to meet strict deadlines for large-scale projects with current staffing levels. | 30 |
| TOTAL SCORE | 100 |

SECTION 7: RFQ EXHIBITS

The following exhibits are being provided:

- Exhibit A: Non-Collusive Affidavit
- Exhibit B: Debarment and Suspension
- Exhibit C: Affidavit of Responsibility for Subcontractors

EXHIBIT C: AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

CMAR For Design, Construction, and Installation Delivery of Modular, Manufactured, and Single-Family Custom-Built Homes for the Navajo Nation Division of Community Development located in Window Rock, Arizona of the Navajo Nation.

State of _____) ss.
County of _____)

Affiant: _____, being first duly sworn hereby deposes and says:

1. that he/she is the _____ of _____, the Business Entity that has
owner, partner, officer, representative, agent company, firm, partnership, etc.
submitted to the Navajo Nation a Proposal, Statement of Qualifications (SOQ) or Bid for the above-named Project;
2. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. that, if said Entity is selected for a Contract Award from the Navajo Nation, said Entity shall serve as the Prime Contractor under such Contract, and as of the date of signature below said Entity intends to use the subcontractors listed on "Exhibit A" attached hereto, in its performance under such Contract for the above-named Project;
4. that none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the Federal Government, any State Government, the Navajo Nation, or from any other Tribal Government in the U.S.;
5. that none of the subcontractors listed are the subject of any imminent debarment or suspension, or any other imminent determination of ineligibility from the Federal, any State, Navajo Nation, or other Tribal Government;
6. no such subcontractors are currently, or have been within the past ten (10) years, under any criminal indictment or under any civil complaint or charge by the Federal, any State, Navajo Nation, or other Tribal Government, for fraudulent activities, forgery, falsification, theft, bribery, destruction of records, obstruction of justice, receiving stolen property, or other offense related to the receipt or administration of a government contract;
7. no subcontractors have had a contract with such Government terminated, either for cause or convenience
8. that the Entity named in Line 1 herein shall assume all legal responsibility for the work of all such subcontractors on the Project, and shall perform all subcontractors' duties as necessary, or shall replace any subcontractor as necessary, in order to guarantee successful completion of all Contract duties for the Project;
9. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

Affiant acknowledges and agrees that, if any statement herein is determined to be false or misleading, such will be grounds for immediate termination of the subject Contract or Agreement with the Navajo Nation, and that the Navajo Nation may pursue appropriate legal remedies related to such termination and any false or misleading statements.

signature of Affiant: _____

printed name of Affiant: _____

title of Affiant: _____

name of Business Entity: _____

type of Entity (LLC, Partnership, etc.): _____

address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Signature _____

My commission expires _____, 20____.

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant’s request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant’s behalf (print)

Applicant Address

Title of individual signing on Applicant’s behalf

Applicant Address

Signature of individual signing on Applicant’s behalf

Applicant Address

Date

NAVAJO NATION CONTRACTOR AFFIDAVIT OF NON-COLLUSION

For _____ (service type) for the _____ (name)Project,
located in the _____ (location) of the Navajo Nation, state of _____,
County of _____.

_____, (Affiant name), being first duly sworn, hereby deposes and says that:

1. He/she is the _____ (job title) of _____ (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
 - a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
 - b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
 - a. fix any price or fee relating to any Proposal, Statement of Qualification, or Bid of said Entity or of any other entity, bidder, or person, or
 - b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

NOTARY:

Signature of Affiant

Printed name of Affiant

Title of Affiant

Name of Entity

Address of Entity

Entity Employer Identification Number (EIN)

Subscribed and Sworn before me this _____
day of _____, 20____
Notary Signature _____
My Commission expires _____