



Navajo Technical University
Request for Proposal (RFP)
for Purchase Six (6) Modular Home Units
RFP-2024-006

Important Dates- Bid Extended

RFP Release Date: ~~January 9, 2025~~ February 13, 2025
Deadline for Questions: ~~January 23, 2025~~ February 27, 2025
Proposal Due Date: (Extended) ~~January 31, 2025~~ **March 7, 2025 5:00 p.m.**

Questions related to this RFP will be directed to:

Ronald Begay
Interim Director of Support Services
Navajo Technical University
P.O. Box 849, Lowerpoint Road, State Hwy 371
Crownpoint, NM 87313
Phone: (505) 422-1645
Email: ronbegay@navajotech.edu and finance@navajotech.edu

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Objective of this RFP:

The Navajo Technical University ("NTU" or "University") seeks written proposals from qualified vendors (hereafter referred to as "Firm" or "Contractors") in order to purchase six (6) Modular Home Units. The scope includes the purchase of 6 (six) modular home units. The. Six home units will be 3 home units with 3 (three) bedrooms and 2 (two) bathrooms and 3 home units with 2 (two) bedrooms and 2 (two) bathrooms.

About Navajo Technical University:

Navajo Technical University is a tribal technical university established in 1979 and chartered by the Navajo Nation. Located in Crownpoint in Northwest New Mexico, the University prepares Navajos and other students with a quality technical and vocational education, associate degrees, bachelor degrees, master degrees, or community education in a higher learning setting. With a current enrollment of 1,200 students at the main campus and at its satellite campus in Chinle, Teec Nos Pos Arizona and Zuni and Kirtland, NM, the university is in a unique position to transition students directly into the workforce or into four-year schools; it addresses the higher education needs of the Navajo Nation in an immediate and comprehensive manner. Navajo Technical University is accredited by The Higher Learning Commission of the North Central Association of Universities and Schools and is a member of the American Indian Higher Education Consortium.

Scope of Work:

NTU is seeking proposals to Purchase Six (6) Modular Home Units. Refer to Attachment A.

Proposal Specifications

The Proposals must be submitted in two parts: A. One (1) original and four (4) copies of the "Purchase Six (6) Modular Home Units" proposal and including all other attachment(s); B. One (1) original of the Cost Proposal must be submitted in a sealed envelope, which specifies on its face the name of the Proposer and must clearly be marked "Purchase Six (6) Modular Home Units Proposal." Proposer shall indicate Navajo Nation Priority 1 or Priority 2 Vendor on the envelope. Proposals received after the due date and time specified shall be returned unopened. In order for your proposal to be considered, it must include the following:

A. Cost (Fees) Proposal - Please provide your fee in the same order as below.

1. Price of six (6) new modular home units. Price each unit separately.
2. Fees shall include the cost of transporting five modular units to project site location in Crownpoint, NM and one Unit to the Chinle Site.
3. Provide pier footing engineering drawings for each unit.
4. Price shall include the installation of modular units, which includes setting modular units on block piers above grade, structural connections, siding, exterior dry-in of modules, exterior and interior mate-line finishes.
5. Provide estimated delivery timeline in weeks.
6. Provide Proposal Bond for the RFP and Payment Bond when awarded.

B. Qualified Vendor Information

1. A signed letter of interest, stating the Proposer's interest and qualifications in providing the required units. Brief Proposer qualifications should be limited to two pages.
2. Client references, a minimum of three references for projects completed within the last five years and for services provided to educational institutions or organizations. List of references must include the name of the organization, address, telephone number, and name/title of individual to contact.

Indian Preference

All Navajo Technical University procurement is subject to the Navajo Nation Code and Code of Federal Regulations (CFR) as amended. Navajo Nation Business Opportunity Act (5 NNC§203 et. sea.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied. The Navajo Nation Business Opportunity Act provides qualified and certified Navajo-owned businesses the opportunity to propose on Navajo Technical University contracts. A 5% proposal preference will be given to any Navajo-owned or Native American- owned Firm. To receive this preference, Navajo-owned or Native American-owned Firms must be certified by the Navajo Nation Business Regulatory Department.

PROPOSER CERTIFICATION STATEMENT

Navajo Nation Business Opportunity Act (5 NNC§203 et. seq.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied.

In compliance with this request for proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Name of Firm: _____

Name of DBA (If Applicable): _____

Represented By: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone No.: _____ Fax No.: _____

Email: _____

FEIN No.: _____ DUNS No.: _____

Proposal Submittal Check List

- ☐ Proposal/ Proposal Requirements
- ☐ Attachment A - Cost Proposal (Separate Sealed Envelope)
- ☐ Attachment B - Debarment Status
- ☐ Completed IRS W-9 Form
- ☐ Proposer Certification Statement
- ☐ Navajo Nation Business Certification - Priority 1 / Priority 2 (if applicable)

The above Firm **DOES** _____ **DOES NOT** _____ **intend to respond to this Request for Proposal.**
(Select One)

Special Term and Conditions

A. Qualifications of Proposers:

The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to the University all such information for this purpose as may be requested. The University further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy the University that such Proposer is properly qualified to carry out the obligations of the contract.

B. Cancellation of Contract

- The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days' written notice to the Proposer. Any contract cancellation notice shall not relieve the Proposer of the obligation to deliver and/or perform on all outstanding services prior to the effective date of cancellation. In the event of termination by mutual agreement, the Proposer may be compensated for hours worked at the specified contractual rate for which the University received consulting services within the scope of the contract.
- If, through any cause other than acts of nature, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the Proposer fails to fulfill in a timely and proper manner obligations under the contract, the University shall have the right to terminate the contract on written notice to the Proposer specifying the effective date of termination.
- The Proposer shall not be relieved of liability to the University for damages sustained by virtue of any breach of the contract by the Proposer. The University may withhold, or require to be withheld, any payment to the Proposer for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.

Indemnification

The Proposer agrees to indemnify, defend, and hold harmless the University, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Proposer or any services of any kind or nature furnished by the Proposer, provided that such liability is not attributable to the sole negligence of any University employee or the failure of University employees to use the materials, goods, or equipment in the manner described by the Proposer on the materials, goods, or equipment delivered.

Subcontracts

No portion of the work shall be subcontracted without prior written consent of the University, who may refuse to grant its approval for any reason. In the event that the Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish the University with the names, qualifications, and experience of their proposed subcontractors. The Proposer shall remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

Proprietary Information

The University will not accept responses to Invitations for Proposals in cases where the Proposer declares the entire response to the RFP to be proprietary information. The Proposer must designate in the smallest increments possible, that part of the proposal which is deemed to be proprietary.

Integrated Agreement

Any resulting contract represents the entire and integrated agreement between the Proposer and the NTU and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the Proposer and the University.

Worker's Compensation

The Proposer shall be required at all times during the term of this agreement to subscribe and comply with applicable Workers' Compensation laws and to hold harmless the University and its authorized agents from any and all liability from or under said act.

Insurance Requirements

The successful respondent shall be required to have professional liability insurance in full force and effect upon award of the contract and provide proof of coverage and limitations. The Proposer shall provide the required Certificate(s) of Insurance within ten (10) working days of the contract award notification and maintain such insurance during the entire term of the contract.

NTU Rights for Solicitation Cancellation, Rejection of a Proposal or All Proposals:

Navajo Technical University reserves the right to reject any and all Proposals submitted, to waive any informalities or irregularities and to re-advertise in its best interest, and to request additional information from all Proposers. The advertisement for Proposals does not commit Navajo Technical University to award a contract nor to pay any costs incurred for the preparation of the Proposal. Any contract awarded will be awarded to the Proposer, who, based upon evaluation of all Proposals, is determined to have submitted the best Proposal, considering both qualifications and cost.

Changes to the RFP and Addenda:

If the NTU determines that additional information or clarification to the RFP is necessary, or if changes are made to the RFP, such information will be supplied in addenda. Addenda shall have the same binding effect as though contained in this RFP. Verbal statements made by the NTU's representatives are not binding on the NTU unless confirmed by written addendum.

Rights of NTU:

During the evaluation process, the NTU reserves the right, where it may serve the NTU's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. Submission of a proposal indicates acceptance of the conditions contained in the request for proposal (RFP), unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the NTU and the Firm selected.

Upon submission, all proposals become the property of the NTU and become part of our official files without any further obligation on the part of the NTU. The NTU will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder.

Proposal Review and Notification:

The NTU Administrator and a selection panel will review and evaluate each proposal submitted. It is anticipated that the proposal review process will be completed in the last week of **March**, 2025. A written notice will be sent only to those firms that were selected for interview.

Proposal Evaluation and Criteria:

The NTU will be evaluating prospective proposals based upon the following criteria:

- A. An Evaluation Committee consisting of officers and employees of Navajo Technical University will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Proposers and the competitive range; recommend the selection of the Proposer, if any, that may be awarded the Contract, and in negotiations.
- B. All aspects of the evaluations of the proposals, any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation process.
- C. All proposals must conform to the specifications. Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for competitive range. Navajo Technical University reserves the right to request of a Proposer to provide any missing information and to make corrections.
- D. Evaluations will be made in strict accordance with all of the evaluation criteria specified herein. Evaluation of proposals will be based upon the following criteria:
 - 1. Responsiveness of the proposal in clearly stating and understanding the scope of services, and in meeting the proposal requirements of the RFP.
 - 2. Previous experience of the Proposer in general as well as that of its partner(s), associate(s) and key support personnel (if applicable).
 - 3. Qualifications of the Proposer to provide the University with product/services for the required period of time, provide adequate staffing, and show a history of demonstrated competence.
 - 4. University's assessment of the Proposer's abilities to meet and satisfy the needs of the University; taking into consideration additional services or expertise offered that exceed the proposal requirements or the inability to meet some of the proposal requirements.
 - 5. Relevancy to the University and appropriateness of Proposer's affiliations, professional memberships, and background or experience in the areas of higher education policy and funding, educational research methods, research design, program development and evaluation, involvement and knowledge of higher education related matters; in particular, advocacy for Native American Tribal Colleges will be of special interest in evaluating proposals.
 - 6. Information obtained by the University from Proposer's references or other clients.
 - 7. Fees and expenses for services to be provided by the Proposer.
 - 8. Best interests of the University, only the University is in a position to determine their own best interests, and their decision shall be final.

Availability of Funds

This procurement is subject to the availability of funding. Navajo Technical University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of Navajo Technical University for any payment shall arise until funds are made available to the Director of Finance for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Director of Finance. Any award of Contract hereunder will be conditioned upon said availability of funds.

Opening of Proposals

Proposals will not be publicly opened. Except for the "Cost Proposal to Purchase Six (6) Modular Home Units" this will be publicly opened, read aloud, and recorded immediately after the date and time of submission of proposal. All proposals and evaluations will be kept strictly confidential throughout the evaluation, selection, and negotiation. Only members of the Evaluation Committee, Navajo Technical University administrative officers, and its agents having a legitimate interest will be provided access to the proposals and evaluation results.

No proposal shall be withdrawn for a period of ninety (90) days after the due date of the submission of the proposal. A Proposer may notify or withdraw the proposal at any time prior to the proposal due date by written request, signed by the same person who signed the proposal.

Proposals are to be signed by an individual authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. Failure to sign the proposal will disqualify it.

Award of Proposal

- A. Submission and award of a Contract will be awarded to the most responsible Proposer submitting a responsive Proposal that is the most advantageous to Navajo Technical University, taking into consideration the factors outlined in this Request for Proposal.
- B. Independent Contractor: It is expressly understood and agreed that the Proposer, if selected, and all persons designated by it to provide services in connection with the subsequent award of a Contract, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that Navajo Technical University shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that has the authority to bind the other.

Proposal Submission:

Completed proposal must be accepted via email (with subject line " **RFP-2024-006**

Purchase Six (6) Modular Home Units") or postmark on or before due date mention in this RFP at: ronbegay@navajotech.edu or:

Business Office
Navajo Technical University
P.O. Box 849, Lowerpoint Road, State Hwy 371
Crownpoint, NM 87313
Phone: (505) 422-1645
Email: finance@navajotech.edu

Late proposals will not be considered.

Attachment A - Scope of Work

The Navajo Technical University requests qualified vendors to purchase six (6) Modular Home Units. Three (3) modular home units will have three (3) bedrooms and two (2) bathrooms. Three (3) modular home units with two (2) bedrooms and (1.5-2) bathrooms.

NTU Modular Home Units Scope of Work

1. Sale of New Modular Home Units
2. Transportation of five (5) Modular Units to Project Site location in Crownpoint, New Mexico and one (1) Modular at Chinle Arizona
3. Pier footing engineered drawings for each building
4. Installation of Modular Units
 - a. Includes: setting of modulares on block piers above grade, structural connections, skirting (siding), exterior dry-in of modules, exterior and interior mate-line finishes.

Attachment B - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Navajo Technical University is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from participating in Federal, State of New Mexico, State of Arizona, or Navajo Nation funded contracts. Covered transaction include procurement contracts for goods or professional services in any amount and all non-procurement transactions. This certification is required for all bidders of Navajo Technical University to be awarded and all non-procurement transactions.

The prospective Applicant certifies, to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- 2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

The Applicant hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State of New Mexico, State of Arizona, or Navajo Nation funded contracts.

Applicant Name (print)

Name of individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Signature of individual signing on Applicant's behalf

Date