



NAVAJO PREPARATORY SCHOOL

Request for Proposals HVAC and Renovation of Student Homes

HVAC AND RENOVATION OF STUDENT HOMES

RFP Schedule

| Action | Date and Time |
|---|----------------------------------|
| RFP Issued | 5/29/2025 |
| <u>READ ALL DOCUMENTS:</u> Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. | |
| Intent to Apply Required | 6/11/2025 |
| Mandatory Pre-Proposal Meeting | 6/16/2025 @ 10:00AM |
| Questions due by | 6/20/2025 @ 5:00 PM (local time) |
| Answers will be distributed via Addendum, please check website | 6/27/2025 |
| RFP Due Date and Time | 7/3/2025 @ 5:00 PM (local time) |
| Committee Review and Selection Process | TBD |
| Vendor Selected and Awarded | TBD |

RFP Buyer Contact Information

| | |
|--|--|
| Name | Yvette Escojeda |
| Phone Number | (505) 326-6571 Ext. 120 |
| E-Mail | yescojeda@navajoprep.com |
| Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding. | |

RFP Submittal

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| <p>Proposals must be submitted electronically via email or link to file (Dropbox, Sharepoint, etc.) by required date and time as noted on RFP document.</p> <p>Please submit proposal amounts separately for the HVAC scope of work and the Renovation scope of work (Attachment B).</p> |
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The HVAC portion will be funded through a federal source and must be itemized independently from other project costs.

REQUEST FOR PROPOSAL

HVAC and Renovation of Student Homes

Navajo Preparatory School (NPS) is requesting sealed proposals from qualified contractors to install HVAC units in 16 units of each student home. Five student homes need HVAC units installed. Five student homes will need the kitchen areas renovated to match the design of the sixth student home built in 2024.

Proposal may also be obtained by downloading from the Navajo Preparatory School website at <https://navajoprep.com/rfps/>.

Proposers are responsible for securing any and all addenda issued.

A **mandatory pre-proposal meeting** will occur on **June 16, 2025, at 10:00 AM**. The meeting will be held at Navajo Preparatory School, 1220 W. Apache Street, Farmington, NM, in the library.

All firms intending to submit a proposal are **REQUIRED** to attend the meeting to obtain relevant information.

Submit proposal amounts separately for the HVAC scope of work and the renovation scope of work- Attachment B. The HVAC portion will be funded through a federal source and must be itemized independently from other project costs.

Responses to this RFP shall be submitted via email to Yvette Escojeda at yescojeda@navajoprep.com by **July 3rd, 2025; no later than 5 PM**.

LATE PROPOSALS WILL NOT BE ACCEPTED.

Navajo Preparatory School reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of Navajo Preparatory School.

Navajo Preparatory School encourages and welcomes bids from small, local, women's, Native American, and other disadvantaged business enterprises.

Ad Published: May 29, 2025

REQUEST FOR PROPOSAL

HVAC RENOVATION PROJECT IN STUDENT HOMES

I. INTRODUCTION

Navajo Preparatory School Inc. was established in 1991 by the Education Committee of the Navajo Nation Council. The school was founded to develop leaders for the Navajo Nation by cultivating Diné values and identity and offering a rigorous living and learning college preparatory program. Navajo Prep is a tribally controlled grant school, authorized by the Navajo Nation and federally funded through the Bureau of Indian Education. The school is situated on a 82.45-acre campus, formerly the Navajo Methodist Mission School. The campus was purchased by the Navajo Nation in 1995.

Navajo Prep serves 291 students in grades 9-12 students from across all 110 Chapters of the Navajo Nation and from other states such as Idaho, South Dakota, and Montana. Located in Farmington, New Mexico, Navajo Prep provides transportation to pick up and drop off students, which amounts in over 1,500 miles a week. Students live in six residential student homes on campus that each house 32 students. Sixty-eight percent (68%) of students live on campus for five or seven days a week.

Navajo Prep is authorized as an International Baccalaureate World School and provides high-quality international education, fostering inquiring, knowledgeable, and caring young people committed to building a better world through intercultural understanding and respect.

Navajo Preparatory School is a Tribally Controlled School (TCS), meaning it operates independently from state education agencies and the BIE, which cannot impose additional restrictions beyond statutory and regulatory requirements. However, tribally controlled schools face significant funding challenges, as they:

- Cannot draw on local tax revenue or issue bonds.
- Rely primarily on federal funding for operations.
- Receive no designated funding for technology infrastructure, equipment, or management.

The United States has a trust, treaty, and statutory responsibility to provide American Indian students with a quality and culturally responsive education. This includes funding, policies, and structures to support educational programming, services, and safe facilities. The Bureau of Indian Affairs (BIA) and the Bureau of Indian Education (BIE) are responsible for carrying out congressional directives regarding American Indian education. A federal consultant would support ongoing collaboration and advocacy between Navajo Prep and federal governmental entities such as the BIA, BIE, and Congressional leaders. Navajo Preparatory School actively supports federal policy development by providing outreach and guidance on Indian education. The school advocates for increased funding and structural reforms to strengthen tribally controlled education and works to develop advancement infrastructure that ensures the school's long-term sustainability.

II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A and attachments

III. RESPONSE TO RFP

Navajo Preparatory School is seeking proposals from offerors capable of providing all the work described in the Scope of Work, including attachments.

- a) Each Proposal must include, as a minimum, the following information:
 1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
 2. Narrative of proposed design approach and methodology.
 3. Company Experience - A description of the Proposer's experience and capability of fulfilling this contract if awarded also include company history with biographies and/or resumes for principal contacts.
 4. Team Information – Provide the names of any outside consultants and/or sub contractors to be utilized, including contact information and a brief description of their role(s) in the project.
 5. Cost Proposal - A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period.
 6. Proposed timeline and company availability.

7. References – Provide list of at least three references; include project dates, scope, summary of work performed, and contact information.

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

| | |
|---|-----------|
| A. Price/Cost of Work | 40 points |
| B. Capacity & ability to perform contract timely | 25 points |
| C. Experience in managing similar federally funded HVAC/construction projects | 15 points |
| D. Indian Preference | 15 points |
| E. Prior experience managing BIA-funded FI&R projects | 5 points |

The selection committee will primarily be composed of Navajo Preparatory School employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Navajo Preparatory School policies and procedures. Navajo Preparatory School reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Navajo Preparatory School may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

V. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Proposer shall pay the cost of such insurance.

a. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$4,000,000 in general aggregate with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Proposer's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of New Mexico and employer's liability with limits of \$1,000,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence

b. Each insurance policy required by this Agreement shall contain the following clauses:

- i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Navajo Preparatory School".
- ii) "It is agreed that any insurance or self-insurance maintained by Navajo Preparatory School, its elected or appointed officials, employees, agents and volunteers shall be excess of Proposer's insurance and shall not contribute with insurance provided by this policy."

c. Insurance is to be placed with insurers acceptable to and approved by Navajo Preparatory School. The Proposer's insurer must be authorized to do business in New Mexico at the time the license is executed, and throughout the time period

the license is maintained unless otherwise agreed to in writing by Navajo Preparatory School. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

- d. Navajo Preparatory School shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by Navajo Preparatory School before work begins on the premises.
- e. Navajo Preparatory School reserves the right to require complete, certified copies of all required insurance policies at any time.
- f. Any deductibles or self-insured retentions must be declared to and approved by Navajo Preparatory School. At the option of Navajo Preparatory School, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to Navajo Preparatory School, their elected and appointed officials, employees, agents and volunteers; or Proposer shall provide a financial guarantee satisfactory to Navajo Preparatory School guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- g. Proposer shall include all of its Proposers as insured under its policies or shall furnish separate certificates and endorsements for each Proposer. All coverages for Proposer's Proposers shall be subject to all of the requirements stated herein.
- h. Nothing contained herein shall be construed as limiting in any way the extent to which Proposer may be held responsible for payments of damages to persons or property resulting from the activities of Proposer or its agents, employees, invitees or Proposers upon the Premises during the License Period.

VI. GENERAL TERMS AND CONDITIONS

- a) Qualified respondents shall be Licensed Proposers in the State of New Mexico, for this type of work, and who meet Navajo Preparatory School's insurance and bonding requirements and have experience with all work defined in the scope of work.
- b) All work must meet current industry standards, including all Federal, State, and local rules and regulations.
- c) Navajo Preparatory School reserves the right to request clarification of information

submitted, and to request additional information from any proposer.

- d) Navajo Preparatory School will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- e) Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Navajo Preparatory School assumes no liability for any costs incurred by offerors throughout the entire selection process.
- f) Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Navajo Preparatory School and will not be returned to the offeror.
- g) Conflict of Interest – No member, officer, or employee of Navajo Preparatory School, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Navajo Preparatory School policy.
- h) Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- i) Award of Contract - The selection of the company will be made by a selection committee. Navajo Preparatory School reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Navajo Preparatory School may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Navajo Preparatory School. Navajo Preparatory School reserves the right to cancel this Request for Proposal.

Navajo Preparatory School reserves the right to reject any or all proposals received. Furthermore, Navajo Preparatory School shall have the right to waive any informality or technicality in proposals received, when in the best interest of Navajo Preparatory

School.

Navajo Preparatory School reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- j) Pursuant to the New Mexico Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Navajo Preparatory School Records Office at the time of bid submission.

VII. ADDITIONAL INFORMATION

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Navajo Preparatory School.

Price Reductions: It is understood and agreed that Navajo Preparatory School will be given the immediate benefit of any decrease in the market, or allowable discount.

The Proposer will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Navajo Preparatory School.

- a) Invoices must contain a complete description of the work/service / goods that was performed/provided, the contract price for each service, Navajo Preparatory School purchase order or contract number, and address of service location or delivery address.
- b) Invoices shall be sent to the following address:

Navajo Preparatory School
c/o Accounts Payable

1220 W. Apache Street
Farmington, NM 87401
OR
Email: ap@navajoprep.com

EXHIBIT A
Statement of Work

(5) Dorms HVAC Heating Cooling Replacement Project
Design-Build Project Management Construction Services Administration

Part 1 – GENERAL

Pursuant to P.L. 100 297, the Navajo Prep School Board, hereinafter referred to as the Grantee, shall perform the administration, supervision and oversight of the Design-Build Project Management-Construction Administration Services for Five Dorm HVAC Heating Cooling replacement project at Navajo Preparatory School, 1220 W Apache St., Farmington, NM 87401

1. This Statement of Work (SOW) describes the work requirements and the services to be provided by the Grantee under this grant amendment for design-build phase services. It also indicates what the Grantee must submit to IA and when submissions must be made. This SOW requires the use of a design-build method of project delivery.

2. Acronyms and Definitions:

“Grantee” means the Navajo Preparatory School

“IA” means Indian Affairs, Division of Facilities Management and Construction

“DB Proposer” or “Proposer” means the Design-Build firm for this contract

“ECGO” means Education Construction Grant Officer.

“ECGOTR” means Education Construction Grant Officer’s Technical Representative

“CA” means the Construction Administration Firm

“QA” means the Quality Assurance Services Firm

“DSRM” means Division of Safety & Risk Management

“IA-FMS” means Indian Affairs-Facility Management System

“Design-Build” means design and construction within a single contract. For contract award, the selection decision may be based on the best value to the government from the combination of quality, management expertise, and price, but not necessarily the lowest price.

Part 2 - PROJECT SCOPE

The Grantee shall obtain a design-build contract and PM/CA/QA services to complete the design and construction of the new 5 Dorm HVAC system. Detailed requirements will be described in the final design documents (drawings and specifications) prepared by the Grantee’s contracted design-build Proposer.

This project includes electrical upgrade to accommodate the installation of Air Conditioning (AC)/Heating units in (5) Five dormitory buildings that include 16 student rooms, 1 office, 1 health room, and 1 suite (Apartment). The scope of work includes all necessary electrical infrastructure improvements, circuit wiring, and safety measures required for the proper functioning of the new AC/Heating units.

Demo, and remove the current radiant heating system for heating and the current cooling system passive cooling system, which is a CMU/high thermal system. The student homes are approximately 20+ years old.

| Student Home | Size | Rooms |
|---|-----------|--|
| Zah Student Home Building (F001-040) | 9,828 sf | 16 student rooms 1 office 1 health room Student Apartment 1000 Sq |
| Garrett Student Home Building (F001-041) | 8,730 sf | 16 student rooms 1 office 1 health room |
| Bates Student Home Building (F001-042) | 8, 706 sf | 16 student rooms 1 office 1 health room |
| Arthur Student Home Building (F001-043) | 8,676 sf | 16 student rooms 1 office 1 health room |

5. Fire Hazard and Property Damage Insurance

The Grantee shall require its construction Sub Proposer(s) to carry fire hazard and property damage insurance during the construction performance period and until construction is complete and accepted by the Grantee. Fire hazard and property damage insurance shall be sufficient to protect the interests of the Grantee and the Federal government.

Part 4 - SCOPE OF SERVICES

1. General

The Grantee shall comply with 2 CFR Part 200 for procurement of design-build Proposer(s). These regulations require procurement by fair and open competition. The Grantee shall award a design-

build contract, provide construction administration services and quality assurance services and comply with the Guiding Principles for Sustainable Federal Buildings for this project.

The Design-Build and Construction Administration Services to be provided shall be in accordance with the IA approved design-build documents. The project documents, including plans and specifications, to be prepared by the DB Proposer will be incorporated in the grant amendment by reference. IA will have representation on the selection panel as a non-voting member.

2. Procurement Phase Services

- a. Pre-Qualification of Proposers. Grantee shall procure the DB Proposer, CA and QA in accordance with its own procurement policies, so long as Grantee's procurement policies meet or exceed Federal procurement standards, and section 2.b. below. Grantee shall coordinate all Proposers to work and submit needed information, drawings, tests results to each other to meet contract requirements and certifications.
- b. The Proposers shall:
 - i. Have adequate financial resources to perform the nature, scope and size of the proposed design-build contract, or the ability to obtain them;
 - ii. Be able to comply with the required performance schedule;
 - iii. Have a satisfactory performance record. A prospective Proposer that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the Grantee determines the circumstances were properly beyond the Proposer's control, or that the Proposer has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The government agent upon request can supply past performance evaluations from the Federal CPARS system. The Grantee shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination;
 - iv. Have a satisfactory record of integrity and business ethics;
 - v. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them, and design-build quality control and assurance measures, and safety programs applicable to the design-build project.

- vi. Have the necessary design-build, and technical equipment and facilities, or the ability to obtain them.
- vii. Be otherwise qualified and eligible to receive an award under applicable Federal laws and regulations. The prospective Proposer shall not be disbarred or suspended from participation in Federally Assisted contracts or grants.
- viii. Have secured or able to secure verifiable bonding sufficient for the services required within this statement of work. The Grantee shall obtain and verify all bonding information from the prospective Proposer(s).

Part 5- BID DELIVERABLES

The following will be submitted to the ECGO and ECGOTR as services are completed.

- 1. One unsigned copy of the design-build contract for review.
- 2. One (1) copy of advertisement for proposals.
- 3. One (1) copy of all bid addenda issued.
- 4. One (1) copy of all proposals evaluated, and one (1) copy of the design-build contract awarded to the DB Proposer.
- 5. One (1) copy of the Certificates of Insurance, performance and payment bonds and Proposer's Indian Preference documents.
- 6. One (1) copy of the Notice to Proceed issued to the Proposer(s).
- 7. One (1) complete set of the design-build documents.

Part 6 – DFMC DELIVERABLES:

1. Project Management

The Grantee shall provide a qualified individual, or firm, to manage the project on its behalf. The individual or assigned firm shall meet the minimum qualification requirements established in Attachment A. Grantee shall provide the ECGOTR the resume of the proposed Project Manager for review.

- 2. The Grantee shall provide at least 21 calendar days to review submissions. The Grantee shall provide one (1) sets of the following to the ECGOTR for IA review. The Grantee must receive IA approval before proceeding with construction activities.
 - a. Design-build documents (70%, 99% and 100% design-build plans, specifications, and other documents constituted in the bid document or other design-build document). If required by

the construction schedule the Grantee may propose an alternate design-build submission schedule in coordination with the ECGOTR.

Part 8 – PERIOD OF PERFORMANCE

The Grantee shall complete the work described in this SOW within the performance period set forth below. The performance periods are as proposed by the Grantee in the Grant Application.

| | |
|--|---|
| Design-Build Process | Starts immediately |
| Advertise for Project Management Services | 45 days |
| Advertise for PM/CA/QA Services | 45 days |
| Request Proposals, Negotiation and Award of Design-Build Contract | 60 Days |
| Design-Build Implementation proceed. | Starts immediately after contract award notice to proceed. |
| Design-Build Completion | 16 Months |
| Grant Closeout | 2 months after design-build completion. |
| Total Performance Time: | 16 months |

Part 9- DESIGN BUILD SERVICES: A/E SERVICES

1. The Grantee shall procure design-build: A/E Proposer services. The Proposer shall:
 - a. Have adequate financial resources to perform the nature, scope and size of the proposed design-build contract, or the ability to obtain them;
 - b. Be able to comply with the required performance schedule;
 - c. Have a satisfactory performance record. A prospective Proposer that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the Grantee determines the circumstances were properly beyond the Proposer's control, or that the Proposer has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The

government agent upon request can supply past performance evaluations from the Federal CPARS system. The Grantee shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

- d. Have a satisfactory record of integrity and business ethics.
 - e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them, and design-build quality control and assurance measures, and safety programs applicable to the design-build project.
 - f. Have the necessary design-build, and technical equipment and facilities, or the ability to obtain them.
 - g. Be otherwise qualified and eligible to receive an award under applicable Federal laws and regulations. The prospective Proposer shall not be disbarred or suspended from participation in Federally Assisted contracts or grants.
 - h. Have secured or able to secure verifiable bonding sufficient for the services required within this statement of work. The Grantee shall obtain and verify all bonding information from the prospective Proposer(s).
2. Codes and Standards. The project shall comply (designed and engineered) with the most current editions of the following codes, standards and guidelines.
- a. DSRM Safety, Health and Accessibility Design Guidelines for Architects, Engineers and Design Firms. **See Attachment C**
 - b. Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines (ADAABAAG)
 - c. ASHRAE Standards, Handbooks, Journals and Publications
 - d. BIA Planning Guide for New Facilities Site Selection
 - e. Executive Order 13693, February 26, 2016 update, Guiding Principles for Sustainable Federal Buildings
 - f. IA School Facilities Design Handbook, March 30, 2007
 - g. Local Utilities, (Electric, Gas, EPA, Construction Permits, Public Water) and all other adopted codes and standards during the work processes
 - h. National Electric Code
 - i. National Environmental Policy Act
 - j. NFPA 5000 Building Design-Build and Safety Code
 - k. OSHA

1. Uniform Plumbing and Mechanical Code

Part 10 – CONSTRUCTION ADMINISTRATION

1. Construction Administration Services

- a. Periodic observations. The CA shall observe the design-build in progress at least once every two weeks.
- b. The CA shall process the Proposer's shop drawings, product data and samples. The CA shall evaluate the Proposer's request for information and provide Grantee with recommendations on how to respond to Proposer's request.
- c. The CA shall review the results of design-build testing and inspection after award of the DB contract and when necessary, recommend corrective actions to the Grantee.
- d. The CA shall evaluate the Proposer's monthly request for payment and make recommendations to the Grantee. The Grantee shall make the final determination(s) for payment.
- e. The CA shall handle requests for changes during the design-build period and make recommendations to the Grantee. The CA shall provide independent estimates for any proposed change orders to the Grantee. The estimates shall be provided to the Grantee before the Proposer's proposal is received. The CA shall recommend approval or disapproval and the Grantee shall make the final determination(s) for any change orders.
- f. The CA shall assist the Grantee in resolving claims, if any, brought by the Proposer.
- g. The CA shall assist the Grantee in establishing the date of Substantial Completion, developing a "punch list", establishing and participating in the final inspection, and completing the closeout. The Declaration (Certificate) of Substantial Completion shall establish the responsibilities of the Grantee and Proposer for security, maintenance, heat, utilities, damage to the work and insurance and shall establish the time within which the Proposer shall finish all punch list items accompanying the Declaration. AIA form G704 may be used for this purpose. Issuance of the Declaration also allows movable furniture, fixtures and equipment to be installed. Issuance also allows the Grantee to take custody of the facility and begins the maintenance and upkeep of the work. All submittals, as-built drawings and other end-of-work documents must be submitted to the Grantee before the Declaration of Substantial Completion is issued.
- h. Occupancy of Buildings. The Grantee shall not authorize the user to occupy any building(s) until IA Division of Safety and Risk Management (Authority Having Jurisdiction) has issued

a Certificate of Occupancy or an Interim Certificate of Occupancy. The final inspection by DSRM shall be requested by the DB Proposer through the ECGOTR. The ECGOTR will coordinate the final inspection with DSRM. See Attachment D for “Final Inspection and Certificate of Occupancy Guidelines”.

- i. The Grantee shall provide to the ECGOTR real property cost data by UPC building and site improvements (or whatever format requested) for IA use in capitalizing the project costs for Form CIP-005.
 - j. No later than 14 calendar days after the date of Substantial Completion, the Grantee shall provide final building and site data to the ECGOTR for IA use in updating the Indian Affairs-Facility Management System (IA-FMS) database. The Grantee shall provide a list of all rooms included in each building, the building number, the room name and room number, the net square feet of each space and the total gross square feet for each building. The as-built room finish schedule shall also be provided. To the extent included in the project, the following site information shall be provided: elevated or ground water storage tank capacity in gallons, sewer lagoon—number of acres, square feet of parking, lineal feet of streets and width of streets, size of sewer lines and lineal feet, size of water lines and lineal feet. This data shall be provided to the ECGOTR using the most recent version of AutoCAD software.
 - k. As-Built Drawing Services. The DB Proposer shall prepare the final reproducible as-built drawings after design-build completion using the marked-up as-built drawings.
 - l. One-Year Warranty Services. The Grantee shall require its Design-Build Proposer to participate in a warranty inspection before the end of the design-build warranty period. The Design-Build Proposer shall prepare a list of warranty deficiencies, and the Grantee shall require the Design-Build Proposer to correct the deficiencies they are responsible for under the design-build contract. The Grantee shall enforce any extended warranties provided for under the design-build contract.
2. Deliverables. The following shall be submitted by the Grantee to the ECGOTR.

Task 1. Pre-Design-Build Services

- a. Provide documentation of the Pre-Design-Build conference with the DB Proposer

Task 2. Design-Build Administration Services

- a. Provide 2 copies of the Proposer’s schedule of values with recommendations.
- b. Provide 2 copies of the Proposer’s design-build schedule, updated on a monthly basis.

- c. Provide 2 copies of monthly progress reports issued as the result of the A-E's periodic observations and on-site visits. Provide these reports to the Grantee within 5 calendar days of the site visit.
- d. Provide 2 sets of shop drawings and product data after design-build is complete.
- e. Provide 2 copies of test results during design-build along with recommendations, if any.
- f. Provide 2 copies of Proposer's monthly pay request to the Grantee with recommendation for payment.
- g. Provide change order estimates and recommendations for actions on change orders.
- h. Provide 2 copies of the final inspection report, punch-list, and completion and closeout documents.
- i. Provide 4 DSRM submittals of fire alarm, data sheets to the GOTR as soon as they are received from the DB Proposer and reviewed by the CA.
- i. Provide cost data for all real property constructed. This final cost data is required to capitalize the project.
- j. Final as-built drawings shall be in full size 24"x36" format. AutoCAD files must be from the latest version/release and submitted on electronic storage. Identify files and .dwgs as the original approved design-build documents. Provide final operation manuals, operating instructions and other closeout documents. The Proposer shall provide to the Contracting Officer, the CAD version of the drawings and specifications files showing the as-built conditions. The as-built full size stamped design-build drawings shall be kept on site.
- k. Scope of work should include: Final stamped drawings and specifications based on CA review for IA shall be provided. The stamped drawings and specifications shall be used for design-build. No exceptions to this provision will be authorized.
- l. ASHRAE 90.1 energy compliance shall be exceeded by 30% with supporting calculations and provided with the 100% drawings and specifications for CA review for IA. Final calculations on ASHRAE 90.1 energy compliance shall be provided with final stamped drawings and specifications.

Part 11 – QUALITY ASSURANCE SERVICES

1. Communication by the construction inspector relating to the administration of the DB contract shall, in general, be restricted to the CA and DB Proposer. The inspector shall communicate with the Grantee and Proposer under the direction of the CA and with the CA's full knowledge.
2. Inspection Services. The CI shall provide the following services:

- a. Inspection of Work. Perform daily on-site inspection of the progress and quality of the work as may be reasonably necessary to determine if the work is being performed in a manner indicating that the work when completed will be in conformance with the contract documents. Notify the CA if, in the inspector's opinion, work does not conform to the contract documents or requires special inspection or testing. The CA shall, without delay, inform the Grantee, in writing, of any failure to the Proposer to comply with the contract documents.
- b. Schedules. Monitor the Proposer's design-build schedules on an ongoing basis and alert the CA to conditions that may lead to delays in completion of the work. The CA shall notify the Grantee in writing of conditions that may lead to delays in completion of the work.
- c. Requests for Information (RFI). Receive and respond promptly to requests from the Proposer for information and, when recorded and responded by the CA, provide interpretations of the Contract Documents. The CI shall maintain a log of all RFIs and shall record the disposition date and action for each RFI. The CI shall make available to the Grantee a copy of the RFI log, when requested.
- d. Change Orders. Receive and respond to requests for changes by the Proposer, and submit them, together with recommendations, to the CA. The CA shall prepare recommendations to the Grantee for implementation of changes (change orders) under the design-build contract.
- e. The CI shall maintain a log of all Architect's supplemental instructions (ASI).
- f. Meetings. Attend the predesign-build meeting and other project related meetings as authorized by the Grantee and report to the Grantee and CA on the proceedings. The meeting report shall contain a list of attendees, a summary of items discussed, a list of action items (open, closed, or updated), and other pertinent information to document the proceedings.
- g. Testing. Observe tests required by the Contract Documents. Number, type and location of tests shall be directed by the Inspector in consultation with the Design-Build Proposer and the CA. Record and report to the CA on test procedures, test results and verify testing invoices to be paid by the Grantee, if any. The Design-Build Proposer shall provide 2 copies of the test reports/results to the Grantee.
- h. Records. The Inspector shall maintain records at the design-build site in an orderly manner, including correspondence, contract documents, change orders, Architect's supplemental instructions, reports of site meetings, shop drawings, product data and similar submittals;

- supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Proposer(s), SubProposers and principal materials suppliers.
- i. Log Book. Maintain a log book of daily activities at the site, including weather conditions, ground conditions, delays, nature and location of work being performed, number of workmen on site with number of Native American employees shown separately by craft, materials delivered, major equipment on the jobsite, verbal instructions and interpretations given to the Proposer, and specific observations. Record any occurrence, delays or work that might result in a claim for a change in Contract price or Contract time. Maintain a list of visitors, their titles, and time and purpose of their visit.
 - j. Monthly Reports. The CI shall submit a monthly report to the Grantee within 7 working days of the end of the reporting period. The report shall be concise and contain the following information:
 - i. Reporting Period
 - ii. Project Name and Project No.
 - iii. Project Location
 - iv. Proposer's name
 - v. Contract Start Date
 - vi. Original contract Completion Date
 - vii. Current contract Completion Date
 - viii. Estimated contract Completion Date
 - ix. Inspector's Name
 - x. Design-build Contract Number
 - xi. Original Design-Build Contract Amount
 - xii. Revised Design-Build Contract Amount
 - xiii. Scheduled % Complete
 - xiv. Actual % Complete
 - xv. Brief Project Description/Scope
 - k. Narrative Project Summary for Reporting Period containing commentary for the following:
 - i. Project management
 - ii. Contractor performance (including sub contractor)
 - iii. Job progress
 - iv. Schedule variances (including corrective actions being taken or contemplated)

- v. Significant accomplishments
 - vi. Problem areas (actual or potential)
 - vii. Key events or work planned for the succeeding month
 - viii. Change order status
 - ix. List of all approved change orders to date, including cost and or time adjustments
 - x. List of all pending change orders, including Proposer's proposed amount and CA's estimated amount
 - xi. Request For Information (RFI) status
 - xii. List all pending RFIs DSRM related and RFIs responded by CA
 - xiii. Architectural Supplemental Instructions (ASI) status
 - xiv. List ASI numbers accomplished for the record
 - xv. Provide any additional pertinent comments; such as, material delivery delays, labor available, etc.
- l. Shop Drawings. Assist the CA in reviewing Shop Drawings, Product Data and Samples. Notify the CA if any portion of the Work requiring Shop Drawings, Product Data or Samples is started before submittals have been approved. Receive and log Samples required at the site, notify the CA when they are ready for examination, record the CA's approval or other action and maintain custody of approved Samples.
- m. Payroll Reviews. Review the Proposer payroll submissions. Maintain a current record of payrolls submitted by the Proposer. Submit a delinquency payroll report with each Monthly Design-Build Report. If no payrolls are delinquent, indicate "None" on the report. Provide a copy of the delinquency report to the Proposer.
- n. As-Built Drawings. Review the Proposer's record copy (as-built) of the drawings and specifications, addenda, change orders and other modifications at intervals appropriate to the stage of design-build and notify the CA of any apparent failure by the Proposer to maintain up-to-date records. The CA shall work with the Proposer to maintain compliance. If the Proposer fails to comply, the CA shall notify the Grantee.
- o. Applications for Payments. Review Applications for Payment and forward to the CA with recommendations for disposition. The CA shall review and recommend to the Grantee, disposition of the payment request. The Grantee shall be responsible for the payment to the Proposer.

- p. Substantial Completion. Assist the CA in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion. The CA shall recommend to the Grantee the date of Substantial Completion and date of final completion.
- q. Final Inspection and Report, Final Acceptance of Work. The CI shall coordinate a final inspection at the request of the Proposer on a date jointly determined by the CA, Proposer, and ECGOTR. The Proposer shall prepare the official “punch list” and provide copies to the CA, CI, and ECGOTR on the day of the inspection. This may coincide with the DSRM inspection.

The CI shall prepare a Final Inspection Report within five (5) working days of the inspection and submit it to the Grantee and GOTR. The report shall include:

- i. The contract title and number
- ii. The Proposer’s name and address
- iii. The contract completion date
- iv. The design-build contract award amount
- v. A listing of all approved change orders and amounts
- vi. The punch-list
- vii. A narrative addressing quality of work, any unresolved problems and general opinion of the Proposers performance
- viii. Status of as-built drawings
- ix. Status of O&M manuals, training videos and other items required under the contract
- x. Status of keys and their disposition

The CI shall verify that all deficiencies have been corrected and recommend the date of final acceptance. Final acceptance shall be given only when all deficiencies under the contract are corrected.

- r. Final Documentation. Assist the CA in receipt and transmittal to the Grantee of documentation required of the Proposer upon completion of the Work.

Part 12 – MATERIALS & SERVICES PROVIDED BY THE GRANTEE

- 1. The Grantee will furnish:
 - a. Design Documents
 - b. Any required standard forms

- c. Review of materials submitted by the CA for Grantee review and approval
- b. Approval/disapproval of recommendations submitted by the CA to the Grantee
- c. Issuance of written change orders and contract modifications to the Proposer
- d. Approval of the Proposer's requests for payment
- e. Final acceptance of work under the design-build contract

Part 13 – BASIS FOR PAYMENT TO PROPOSER

The Grantee is responsible for establishing the method and frequency of payment to the DB Proposer or other Proposers. Payments to the Proposers should be contingent on receipt of proper invoice(s). Travel reimbursements shall be made on a cost reimbursement basis upon submission of receipts and shall not exceed those allowed by Federal Travel Regulations or Grantee Travel Regulations.

ATTACHMENT A
PROJECT MANAGER FOR 5-DORM HVAC HEATING AND COOLING REPLACEMENT PROJECT

SCOPE OF WORK

The Navajo Preparatory School ("NP") is requesting proposals from qualified firms or individuals to provide project management services to NP for the management and completion of the 5-Dorm HVAC Heating & Cooling Replacement Project. Respondents submitting a proposal in response to this request and/or other expenses incurred by the respondent prior to the date of award.

Primary Responsibilities

1. Project Oversight & Compliance

Serve as the primary technical contact between NP, Indian Affairs (IA), and the Design-Build (DB) Proposer.

- a. Ensure all work meets compliance with P.L. 100-297, 2 CFR Part 200, and other applicable federal requirements.
- b. Oversee procurement, administration, and supervision of design-build services.
- c. Act as the primary liaison with the IA Division of Facilities Management and Construction (DFMC), including timely submission of required reports.

2. Construction & Design Coordination

- a. Manage and oversee the HVAC system replacement in five student dormitories.
- b. Ensure all project milestones (design approval, construction completion, project closeout) are met on time and within budget.
- a. Review and approve design-build documentation (70%, 99%, and 100% plans) before IA submission.
- b. Coordinate with the Construction Administration (CA) Firm and Quality Assurance (QA) Team to ensure all work meets safety and regulatory standards.

3. Financial & Contractual Management

- a. Ensure budget compliance and monitor expenditures.
- b. Manage and track milestone payments based on project progress.
- c. Ensure timely submission of financial status reports (SF-271) and grant-related compliance documentation.

4. Reporting & Communication

- a. Submit bi-weekly performance reports and three-week project schedules to IA.
- b. Maintain up-to-date records of Proposer submittals, design-build progress, change orders, and budget

amendments.

- c. Participate in progress meetings, site inspections, and compliance audits as required by IA.

5. Closeout & Warranty Management

- a. Ensure project completion aligns with grant closeout requirements per 2 CFR Part 200.
- b. Coordinate final walk-through inspections, punch lists, and commissioning of new HVAC systems.
- c. Manage one-year warranty inspections and oversee any necessary post-construction corrections.

Experience:

- a. Minimum ten (10) years of employment with an architect or engineering firm, a construction company, or a public agency specializing in project management, construction administration, and facility planning.
- b. Proven experience managing design-build projects, preferably BIA-funded FI&R or new school construction projects.
- c. Experience working with tribal grant schools and federally funded construction projects.

Education:

- a. Bachelor's degree in engineering, architecture, construction management, or related field.
- b. Associate degree in construction or building technology with extensive experience may be considered.

Additional Requirements:

- c. Indian Preference: Per 25 USC 450e(b), 24 CFR 1000.48, and OST TERO Ordinance, preference will be given to Indian-owned firms or tribal members with certified OST TERO certification.

ATTACHMENT B

SCOPE OF WORK DESIGN-SERVICES PROJECT

The purpose of the Request for Proposals (RFP) is to solicit competitive proposals from qualified heating, ventilation and air conditioning Proposers with experience in providing services for:

1. Five (5) student homes kitchens and bathrooms areas similar to the renovated design of the recent student home built in 2024.
2. Install wiring for displays in student renovations to include common areas and hallways.
 - Two per home (10)

| Student Home | Size | Rooms | Renovation Information |
|---|----------------------------------|---|--|
| Zah Student Home Building (F001-040) | 9,828 sf | 16 student rooms 1 office 1 health room Student Apartment 1000 Sq | Upgrades of main kitchen and bathroom facilities: replacing cabinets, and painting |
| Garrett Student Home Building (F001-041) | 8,730 sf | 16 student rooms 1 office 1 health room | Upgrades of main kitchen and bathroom facilities: replacing cabinets, and painting |
| Bates Student Home Building (F001-042) | 8, 706 sf | 16 student rooms 1 office 1 health room | Upgrades of main kitchen and bathroom facilities: replacing cabinets, and painting |
| Arthur Student Home Building (F001-043) | 8,676 sf | 16 student rooms 1 office 1 health room | Upgrades of main kitchen and bathroom facilities: replacing cabinets, and painting |
| Manuelito Student Home Building (NPDORM08) | Kitchen-112 Sf Bathroom-80 Sf | | Upgrades of main kitchen and bathroom facilities: replacing cabinets, and painting |
| Manuelito Student Home Building (NPDORM08) | | | HVAC upgrade other half? 8 rooms |