

REQUEST FOR PROPOSAL

Kayenta Veterans Park Construction

**KAYENTA TOWNSHIP
KAYENTA, ARIZONA**



THE
KAYENTA TOWNSHIP

**PREPARED BY:
KAYENTA TOWNSHIP**

I. INTRODUCTION AND BACKGROUND

A. The Kayenta Township Commission (“Commission”) is the governing body of the Kayenta Township (“Township”). The Township is a home rule municipality and political subdivision of the Navajo Nation located in the north central part of the Navajo Nation Reservation. The Commission has the “duty, authority, and responsibility to perform all functions necessary for local self-government,” consistent with applicable Navajo and federal law. 2 N.N.C. §§ 4083, 4084. The Commission and Township have governance authority over Navajo Nation trust lands withdrawn for the Township by the Navajo Nation Council, including lands zoned by the Commission for commercial development. The Township contains a significant commercial corridor at the conjunction of Highways 160 and 163, that has been upgraded with landscaping.

B. The Township is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified and interested contractors (“Proposer” or “Contractor”) to supply, deliver, and install park features for the Kayenta Veterans Park within the Kayenta Township in Kayenta, Arizona. The Township anticipates entering into a contract with the selected Contractor for the duration of the installation. Any final contract will be terminable by the parties in accordance with the contract terms. The complete Scope of Work is set forth in Section III, below.

II. TOWNSHIP CONTACT PERSON:

All inquiries concerning this RFP should be directed to:

Jarvis Williams, Town Manager
Kayenta Township
RE: Bike Park within Playground RFP
P.O. Box 1490
Kayenta, Arizona 86033
Telephone: (928) 697-8451
Fax: (928) 697-8461
Email: jwilliams@kayentatownship-nsn.gov

III. SCOPE OF WORK/SERVICES

Provide, deliver, and install new park features for the Kayenta Veterans Park.

1. Construction of a veterans’ park with monuments.
2. Construction of a masonry restroom facility.
3. Construction of a pre-fabricated pavilion.
4. Asphalt paved parking area with concrete curb and gutter.
5. Concrete pedestrian walkways.
6. All required grading, utility installation.
7. Other associated site improvements necessary to deliver a complete and functional project.
8. Remove 4 existing flag poles.
9. Purchase and install 4 new flag poles.
10. Purchase and install park entrance sign.

IV. MINIMUM QUALIFICATIONS

To be deemed minimally qualified for selection, a Proposer must meet the following minimum qualifications, as substantiated in Proposer's Proposal and affirmed by Proposer's professional references, and as determined by the Township in its sole discretion:

- Previous experience in providing and installing Veterans' Park Features and Equipment.

V. NAVAJO NATION BUSINESS OPPORTUNITY ACT

This RFP is subject to the requirements of the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 *et seq.* ("NBOA"). The Township reserves the right to require all contractors claiming Priority #2 status under the NBOA based on a joint venture or similar relationship with a Navajo Tribal Member to submit under penalty of perjury notarized certifications, with supporting documentation, including without limitation any written agreements of the parties, that more than 50% of the profits of the joint entity are going to the Navajo Tribal Member and that the Navajo Tribal Member has sole control of the joint entity.

VI. TIMETABLE

The following solicitation and contract schedule is contemplated by the Township. The submission deadline is mandatory:

Activity	Date
Advertisement of RFP	March 30, 2026
Submission deadline	April 24, 2026
Evaluation of Proposals	April 30, 2026
Selection of Proposer	May 1, 2026
Execution of Contract	May 15, 2026

VII. PROPOSAL CONTENT AND ORGANIZATION

A. Proposal Contents. Each proposal shall contain the following (**Note**: Proposers should specifically flag any of the following requirements they believe are *not* applicable to the RFP in the Table of Contents (*e.g.*, "N/A"). Proposers should also clearly mark any materials that are proprietary or confidential):

1. *Transmittal Letter*. The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the Proposer to a firm offer, and who may be contacted during the period of proposal evaluation. Only one transmittal letter needs to be prepared to accompany all copies of the proposal.

2. *Cover Page*. The cover page should include Proposer information and RFP date.

3. *Table of Contents*. A listing of the major sections in the proposal and the associated page numbers.

4. *Statement of Fees and Other Costs or Charges*. The Proposer shall provide

a statement of all fees and other costs or charges of the Proposer for the Scope of Work as set forth herein. The Proposer shall include transportation costs and applicable Township taxes (the Township's Business Sales Tax is currently at 7%). The Statement of Fees and Costs must be separately bound and sealed from the rest of the Proposal.

5. *Introduction.* In this section, the Proposer should demonstrate an adequate understanding of the Proposer's role and relationship with the Commission and the Township.

6. *Technical Approach.* This should include:

- a. A brief description of the Proposer, including the year the contractor was established in business, type of organization (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the Services/Scope of Work.
- b. A brief description of the Proposer's experience with similar organizations and similar Services.
- c. An organizational chart depicting the individuals or team proposed, a summary of their qualifications including requisite certifications, as applicable, and experience of each member proposed to provide the Services.

7. *Professionals and Staff.* The Proposal must describe the qualifications and experience of each professional who will participate in the project.

8. *Proposer Qualifications and References.* The Proposal must include a list of at least three professional references for similar work. References should include client contact names, addresses, and phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed and professional staff who performed the work. Prior work history must demonstrate satisfactory completion of work.

9. Stock ownership/private company owner listing, as applicable.

10. Navajo Nation Preference Certificate, if applicable.

- a. Statement that Proposer has any required business licenses, certificates, government filings, etc., as applicable.

11. Current W-9.

12. Statement that Proposer is in compliance with all applicable laws and regulations of the Navajo Nation and Township.

B. Number of Copies. The Proposer must provide three (3) bound copies and one (1) electronic copy of all submittals in response to this RFP.

C. Sealed Proposal/Separate Qualifications and Statement of Fees and Costs. All Proposal packages shall be sealed, and shall indicate on the outside of the package the Proposer's Name, Address, and whether the Proposer is on the most recent Source List of Certified Navajo Businesses published by the Navajo Nation Business Regulatory Department, and, if so, whether submitter is Priority #1 or #2, as follows:

1. "DO NOT OPEN-RFP DATED [MONTH] [DATE] [YEAR] SEALED PROPOSAL"
2. Proposer's Name, Address, and Navajo Nation Priority Status, if any.
3. MAILED TO or DELIVERY TO information.

Each sealed Proposal shall contain a separate sealed Statement of Fees and Costs within the Proposal, which shall only be opened after determination by the Selection Committee that the Proposer meets the minimum qualifications of the RFP. Failure to separate the Statement of Fees and Costs may result in automatic rejection of the Proposal as non-responsive.

D. Submittal. The Proposal shall not be accepted via email and shall be delivered via U.S. Mail or courier and received by the Township no later than 4:00 p.m. MST on April 24, 2026 to:

MAIL TO: Kayenta Township
Attn: Jarvis Williams, Town Manager
P.O. Box 1490
Kayenta, Arizona 86033

DELIVER (VIA COURIER) TO:

Kayenta Township
Attn: Jarvis Williams, Town Manager
¼ mile North US Hwy 163
Kayenta, AZ 86033

The Township is located in a rural area and Proposers should be aware that delivery may be delayed.

E. Selection of Contractor. The Contractor shall be selected by the Selection Committee, with final approval by the Town Manager, in accordance with the NBOA and the Township's procurement policies, as applicable, and as otherwise set forth herein.

VIII. GENERAL CONDITIONS

A. Limitations. This RFP does not commit the Township to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services. The Township expressly reserves the right to assess qualifications of a Proposer, reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Proposer and of the suitability of

the materials and/or services to be rendered. The Township reserves the right to withdraw this RFP at any time without prior notice, to modify, at any time, the scope of work for the project, and to modify the RFP and project schedule described above. The Township is the only office authorized to make copies, distribute, withdraw, cancel, amend, and release materials related to the RFP package.

B. Award. The Township may ask RFP finalists to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. The Township also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. Modifications to RFP Requirements. Any changes to the RFP requirements will be made by written addenda by the Township and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation. No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the Commission or the Township shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expenses. Pre-contractual expenses, ***which are not chargeable to the Township***, are defined as expenses incurred by Proposers including the selected firm in: preparing proposals in response to this RFP; submitting proposals to the Township; negotiations with the Township on any matter related to proposals; other expenses incurred by a Proposer prior to the date of award of any contract. In any event, the Township shall not be liable for any pre-contractual expenses incurred by any Proposer including the selected firm. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. By submitting a proposal, the Proposer agrees that the Commission and Township shall be indemnified and held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any Proposer responding to this RFP, including its agents.

F. Signature Authority and Firm Offer. Each proposal shall provide the name, title, address and telephone number of an individual with authority to bind the Proposer and who also may be contacted during the period of proposal evaluation. The cover letter for each proposal shall be signed by an official authorized to bind the Proposer and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period.

G. Term. It is anticipated that the final Contract for Services shall be for the duration of the Installation. Any final contract will be terminable by the Township in accordance with its provisions.

H. Compliance with Law. Proposers will comply with all applicable Township, Navajo

Nation, and federal ordinances, laws and regulations, including procurement laws and regulations. No bribes, gratuities or kickbacks related to the RFP are allowed. Violations will be submitted to the appropriate agency for investigation.

I. Ownership of RFP Materials. All documents and materials submitted to the Township are the property of the Township. Material will be kept or destroyed in accordance with applicable policies.

J. Investigation of Proposers. In its discretion and as deemed necessary and reasonable, the Township may make inquiries and investigations of Proposers. Requests for additional information, documents, or materials by the Township shall be submitted in a timely manner or the Proposal will be considered unresponsive.

K. Subcontractors. The use of subcontractors for this event is permitted.

L. Confidential or Proprietary Information. Any materials submitted by Proposers that a Proposer deems to be proprietary or confidential shall be clearly marked as such to facilitate its protection pursuant to the Navajo Nation Privacy Act. The Township will take reasonable precautions to protect any such materials from public disclosure.

M. Final Contract for Services. The Township is a sophisticated governmental subdivision of the Navajo Nation. The final Contract for Services shall be a form of standard contract provided by the Township that will contain standard clauses requiring, *e.g.*, Contractor to carry industry standard insurance at limits set by the Township, Contractor's indemnification of the Township and Commission (the Township and Commission will *not* indemnify Contractor), compliance with and agreement to application of the laws and ordinances and the regulatory and judicial jurisdiction of the Township and Navajo Nation, limitations on performance based on availability of appropriations, and other standard provisions to protect the public fisc. The Township shall *not* use a form of contract submitted by the selected Contractor.

N. Sovereign Immunity. The Commission and the Township do not waive, and nothing in this RFP or in any final Contract for Services shall be construed as a waiver, of the sovereign immunity of the Commission or Township.