GREASEWOOD SPRINGS COMMUNITY SCHOOL, INC.

HC 58 Box 60 Ganado, AZ 86505-9706

THIS IS AN OFFICIAL REQUEST FOR PROPOSALS FOR SUPPLYING PROJECT SECRETARY SERVICES,

Construction Project Secretary, \$20/hour x 120 hours/month x 3 years

DUE DATE AND TIME: 3:00 P.M. (DST) March 14, 2024

<u>NAVAJO/INDIAN PREFERENCE</u> NAVAJO, INDIAN, MINORITY, WOMEN, INDIVIDUALS AND SMALL FIRMS OR BUSINESS ENTERPRISES ARE ENCOURAGED TO SUBMIT PROPOSALS

THIS PROJECT IS FEDERALLY FUNDED THEREFORE STRICT COMPLIANCE WITH ALL FEDERAL LAWS AND REGULATIONS IS REQUIRED

Contact Lisa Byjoe, Procurement Officer, at (928) 206-9449 or <u>lisa.byjoe@gscs-inc.net</u> with questions.

Request for Proposals for Project Secretary Services

In accordance with its Policies and Procedures and applicable Navajo and Federal laws and regulations, Greasewood Springs Community School, Inc. (hereinafter "GSCS" or the "School") will receive sealed proposals from all entities (hereinafter "Offerors") capable of providing Project Secretary Services ("PSS") and related services ("Services") described herein (the "RFP") under the terms and conditions set forth herein. Navajo and Indian individuals and Navajo and Indian owned organizations and enterprises and Navajo businesses currently certified under the Navajo Business Preference Law are especially encouraged to submit proposals. Minority, Women's and Small Business Enterprises (MBE, WBE, SBE) are also encouraged to apply. The School, Governing Board (hereinafter "Board") is soliciting individuals and/or firms possessing the technical skills, training, experience, and qualifications necessary to serve as Project Secretary (PS) for all phases of the K-8 School Facility Replacement Construction. The project is identified as supplying Project Secretary Services for the Work (hereinafter "Project") described below. The Services sought are PS services for the following Project:

- 1. Academic facilities that will include classrooms, gymnasium, food services and dining, library, special use spaces and school administrative offices for the estimated 224 students in grades (K-8).
- 2. Dormitory facilities to house 50 students in grades (1-8).
- 3. Site development and utilities including grade appropriate playgrounds and playing fields, parking, sidewalks, streetlights, streets, access roads, and appropriate landscaping.
- 4. Demolitions of existing Bureau of Indian Affairs (BIA)-owned buildings currently used for the academic, gymnasium, residential, and food services, including related asbestos and/or other hazardous materials abatement connected with the demolitions of all existing facilities.

The PS position is described as follows in the Budget Narrative, SF 424C, dated 04/05/23 as follows: "Project Secretary, \$20/hour x 120 hours/month x 3 years" and is described as follows: "Line item pay for office support to Project Manager during construction phase of the project, monitor grant budget, expenditure reports, audits, purchase orders, review invoices with Project Manager, process invoices, bookkeeping, etc." This is a part-time position with no benefits. An Offeror must submit a proposal accepting the foregoing position including the not-to-exceed salary of \$20 per hour, approximately 120 hours per month for a period of three years. This shall be the financial proposal. Request for greater pay or other modifications to this description will not be considered and failure to accept these terms and conditions will result in the rejection of your proposal.

The Offerors shall provide and include all transportation and services necessary for the delivery of the goods described in the Project as set forth herein.

The closing date for the acceptance of proposals is 3:00 p.m. (DST) on March 14, 2024. Said proposals must be **received** by the School at its business office prior to that date and time. Reliance on the U.S.P.S. and/or any other mail or delivery service shall be at the Offeror's risk and delivery after the above date and time due to the fault of any such service shall not be a

defense to this requirement. Sealed proposals shall be opened on March 14, 2024, at Greasewood Springs Community School, Building 432, Room 107, Greasewood Springs, Navajo County, Arizona. The School reserves the right to accept or reject any or all proposals, to waive any formalities or minor inconsistencies or terminate this procurement at its sole discretion.

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The position description ("PD") for this position is as follows:

A Project Secretary provides administrative/clerical support and reports to the GSCS Project Manager ("GPM"). Duties and responsibilities include answering phones, scheduling meetings, managing the office, helping to prepare the budget for projects, and ensuring office supplies are in stock.

Participates in meetings, taking notes, ensuring necessary follow up occurs, and assisting with communication between relevant parties. Creates the monthly Board meeting materials. Maintains accurate records of orders, invoices, change orders, etc. as needed to ensure smooth implementation of the build.

Assists the GPM with maintaining accurate records of financial records and related contracts. Assists with specific projects as assigned that may include research, compiling information and developing reports.

The business responsibilities include, but are not limited to, preparing financial documentation, doing essential bookkeeping, invoicing contractors and suppliers, negotiating prices with vendors or service providers, and addressing any billing or ordering issues with vendors. Performs other duties as may be assigned by the GPM.

EVALUATION CRITERIA

GSCS will evaluate the Proposals and offer an award, subject to negotiating a mutually agreeable contract, to the responsible Offeror who possesses the ability to perform successfully under the terms and conditions of this RFP and whose offer, conforming to this RFP, would be most advantageous to Greasewood Springs Community School, price and other factors considered. When Proposals are received, the three highest scoring Offerors may be asked to participate in an interview to clarify information received and to assist in the evaluation process. Any interviews will be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements and for each Offeror to convince the School that it is the best qualified. An Offeror's Proposal and any such interviews will each be based and scored on the following weighted criteria. Proposal scores and interview scores (if interviews are held) shall be added together to determine the ranking of the Offerors.

Awards will be based on the following weighted criteria:

1.	25 points:	The Proposal's completeness and responsiveness to the specifications and requirements of the RFP.
2.	50 points:	Past performance and previous experience of the Offeror with other schools and/or public projects of relative size and nature. Provide three examples of such previous experience and identify the person in charge of the project and who supervised your work along with the contact information for said person.
3.	50 points:	Demonstrable reliability of the Offeror in the performance of Services as evidenced by three references.

- 4. 50 points: Reputation and integrity of Offeror as evidenced by three references.
- 5. 50 points: Offeror's written acceptance of the terms and conditions for the position, i.e., payment for said services of \$20 per hour x 120 hours per month for 3 years.
- 6. Preference Points These points will only be awarded if the applicant provides a copy of the current official Navajo Nation certification for the preference claimed. If a copy of the current certification is not attached, no preference points will be given. Preference points will only be awarded one time in this process. If an Offeror qualifies for a preference the above points will be added in the Proposal review but will not be added again in any interview scoring.
 - a. 20 points for Priority 1
 - b. 10 points for Priority 2^1

¹ The School has attempted to conduct this procurement in compliance with *Iiná Bá, Inc. v. Navajo Business Regulatory*, No. SC-CV-60-10 (Nav. Sup. Ct. May 15, 2014). In the event that regulations are received from the

GSCS shall be the sole judge of the Proposals and application of the above-described criteria. The School reserves the right to waive any formalities or minor inconsistencies, accept or reject any or all Proposals, terminate or end this procurement or take such other action it deems to be in the best interest of GSCS, at its sole discretion. The decision of Greasewood Springs Community School is final.

Navajo Nation Resources and Development Committee or the Business Regulatory Department as directed by the Navajo Supreme Court in *Iiná Bá, Inc.*, those regulations will supersede this RFP where there is a conflict and be used in processing this procurement.

GENERAL INSTRUCTIONS

- 1. The original Proposal must be fully executed by the Offeror or its authorized, designated representative to be valid. The signature of said person must be the actual signature of that person executed in ink and dated. Facsimile or electronic signatures are not acceptable. A second party's initialed signature shall not be valid.
- 2. The Proposal shall indicate that the Offeror understands the specific requirements set forth in the RFP and can furnish the materials and services specified within the times and under the conditions stated.
- 3. The School may select an Offeror based on the submitted data or pursuant to an appointed selection committee which may interview the three best-qualified Offerors. The School shall perform due diligence regarding the Offerors and their Proposal prior to the formal Proposal review or interviews.
- 4. If, after the award, the School fails to negotiate and accept an agreement, within a reasonable time, with the Offeror receiving the conditional award, the School may terminate said negotiations by written notice to said Offeror and enter into discussions and agreements with other Offerors, request other Proposals, terminate the procurement or take such action it deems to be in the best interest of GSCS.
- 5. Pursuant to the foregoing, the School shall submit a contract to the Offeror receiving the award pursuant to the procedures set forth herein. This RFP and the Offeror's Proposal submitted in response to the RFP shall be an enforceable part of the contract in the following order of priority: 1) amendments to the contract; 2) the contract; 3) the RFP; and 4) Offeror's Proposal.
- 6. If the Offeror fails to perform pursuant to the RFP specifications set forth herein and any contract relative thereto, the contract or agreement pursuant to this RFP may be cancelled upon ten (10) days written notice to the Offeror. The award and/or contract is also subject to cancellation pursuant to GSCS policies and procedures, any applicable Navajo or federal laws.
- 7. The award may not be assigned. It is understood and agreed that the successful Offeror may not assign, transfer, convey, sublet, or otherwise dispose of the award and/or contract or Offeror's right, title, or interest therein or Offeror's power to execute such contract to any other person, company, or entity without prior written consent of the School.
- 8. Specific terms and conditions of draws and payment will be mutually agreed upon between the successful Offeror and GSCS. However, in any event, payment will only be made after work or services for which payment is received is completed and proper invoices, as required by GSCS and/or Navajo and federal law, have been submitted.

- 9. After the award of the Proposal by GSCS and the execution of a written contract by the parties, the basis for the award shall be available for public inspection.
- 10. If the awardee/Offeror and GSCS are unable to negotiate a contract that is in the best interest of GSCS, GSCS may, at its sole discretion, terminate those contractual negotiations and initiate contractual negotiations with the next ranked Offeror or take such other action as GSCS may elect, including terminating the procurement. Once negotiations have been terminated with an Offeror, GSCS cannot go back to that Offeror.

REQUEST FOR PROPOSAL AWARD OR PROTEST

A solicitation protest must be in writing and must be filed with the Business Office of Greasewood Springs Community School within ten (10) working days prior to the opening date. A protest of the proposed award must be in writing and must be filed with the Business Office of the School within ten (10) working days after the date of the award.

The protest must include:

- > The name, address, and telephone number of the protestor.
- > The signature of the protestor or its representative.
- > Identification of the request for competitive Proposal.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, witnesses and all other relevant evidence ("Evidence"). Evidence not initially submitted with Offeror's protest shall not be admissible or considered in the determination of the protest.
- ➤ The form of relief requested.
- The GSCS Business Office shall respond to the protest ("Decision") in writing within 10 working days of the filing of the protest.
- The protestor may appeal the GSCS Business Office Decision to the School's Governing Board. The appeal must be in writing, signed by the protestor and state in detail the basis for protestor's disagreement with the Business Office Decision.
- The Board may issue its decision based on the record or take such other action it deems appropriate. The Board's decision is final.

As noted above, Greasewood Springs Community School is a school organized under P.L.100-297 and as such is the Navajo Nation entity receiving federal grant funding for the Project and this Position. All procurements and contracts between the School and vendors/contractors are subject to, and shall be in compliance, with all rules, regulations, laws, and requirements arising from the School's status as P.L.100-297 community school and further requirements set forth in the Terms and Conditions of the School's Grant.

This RFP, the services, work and products arising from the RFP and all activities relative to the matters set forth in this RFP must be provided in compliance with applicable federal, Navajo Nation, local rules and regulations, and GSCS policies and procedures.

Pursuant to 2 C.F.R. § 200.321, the Navajo Preference in Employment Act and the Navajo Business Opportunity Act, the School affirms its commitment to encourage Navajo, Indian, minority businesses and women-owned business enterprises to submit Proposals under this RFP, and the School further commits to use Navajo, Indian, minority businesses and women-owned business enterprises when possible and as may be required by applicable law. Also, pursuant to the Navajo Business Opportunity Act (NBOA), and as interpreted by the Navajo Nation Supreme Court in *Iiná Bá, Inc. v. Navajo Business Regulatory*, No. SC-CV-60-10 (Nav. Sup. Ct. May 15, 2014), Navajo and Native American preference will be given to "certified" Navajo-owned or Native American-owned businesses. Except for the above-noted conditions, all Offerors will receive consideration without regard to race, color, religion, sex, or national origin.

NOTE: Terms and conditions of employment under this RFP and any resulting Contract shall be governed by GSCS policies and procedures, which are adopted herein by reference. The Grant Statements of Work dated July 2023 and February 2021 ("SOWs") are likewise made a part of this RFP and any contract arising from this RFP. The SOWs are posted on the GSCS website and are available from the Procurement Officer.

Lisa Byjoe, Business Manager Greasewood Springs Community School