



DR. BUU NYGREN **PRESIDENT**

RICHELLE MONTOYA **VICE PRESIDENT**

The Navajo Nation | Yideeskáądi Nitsáhákees

NAVAJO SPECIAL DIABETES PROGRAM REQUEST FOR PROPOSALS "HVAC SYSTEM MAINTENANCE AND REPAIR SERVICES" BID #: 23-03-2979LE PROPOSAL DUE DATE: April 7, 2023

Navajo Special Diabetes Program (NSDP) requests proposals from firms interested in providing emergency HVAC Maintenance and Repair Services in Chinle, Crownpoint, Dilkon, Kayenta, Teecnospos, Window Rock and Tuba City, Arizona.

NSDP is soliciting proposals for the purpose of identifying qualified heating and air conditioning system contractor and established firm pricing to provide labor, parts and materials to perform HVAC system evaluation, emergency preventative maintenance and repair on heating and air conditioning systems and related components on an as-needed-basis Navajo Nation wide. NSDP are planning in reoccupying its building during the COVID-19 pandemic and would like to consult experienced heating, ventilation, and air conditioning (HVAC) professionals to upgrade ventilation system or improve the delivery of clean air and dilute potential contaminants.

Proposers are recommended to visit each of facility listed within and perform a comprehensive assessment of the equipment and systems prior to submitting a response. Proposers may provide an explanation itemizing the extent of their preventative/emergency maintenance service procedure and practices including typical schedules for seasonal preventative maintenance and repair service. NSDP intends to award MULTI-YEAR contract to the proposer that is able to establish a contractual relationship with a qualified proposer that can best provide the NSDP with quality building management services.

The proposal format shall include: (1) a narrative outlining the project approach, qualifications, and current workload and capability; (2) a list of past projects completed on the Navajo Nation; (3) a list of three references and phone numbers from recent clients; and (4) copy of License and Insurance Certifications. The contract will be awarded to the proposer who submits the best proposal in terms of: (1) products and services; (2) design expertise and plan; (3) experience; (4) credentials; (5) project budget and (6) implementation plan and schedules.

The project funded by United States Department of Health and Human Services and must follow Federal Financial Reports (SF-425), Code of Federal Regulations 45 C.F.R. Part 75, 45 C.F.R. Part 75 Subpart F, C.F.R. § 75.335 Contract Provision, Appendix II.

Four copies of the proposal shall be submitted in a sealed envelope labeled "HVAC SYSTEM EMERGENCY MAINTENANCE AND REPAIR SERVICES" - DO NOT OPEN," to Attn: Lorita Etsitty, Buyer, Navajo Nation Purchasing Service Department, Administration Building #1, Window Rock Blvd., Window Rock, Arizona, or mailed to P.O. Box 3150, Window Rock, Arizona 86515. Bid documents and supplemental information regarding the project will be available online @ www.nnooc.org link: Purchasing. If any questions regarding this RFP call Lorita Etsitty @ 928-871-6316 or Randall Comb at 928-871-6532 or email: rcomb@navajo-nsn.gov

The Navajo Nation reserves the right to reject any and all proposals not within projected budget and may elect to award the contract not solely on the bid amount but the bidders' qualification. ***The due date for proposal is April 7, 2023, 5:00 p.m.***

A handwritten signature in black ink, appearing to read "Rodgina Paul", is written over a horizontal line.

Rodgina Paul, Program Manager
Navajo Special Diabetes Program/NNDOH

Date: March 17, 2023

A. SUMMARY SCOPE OF WORK

Navajo Special Diabetes Program is seeking a Contractor(s) to perform HVAC maintenance, repair services, or emergency services for the facilities and installation of new HVAC services may be required at all Navajo Nation facilities. Typical services performed under this contract may include new installation, scheduled emergency repair service and general maintenance. Contractor should provide an explanation itemizing the extent of their preventative maintenance service procedure and practices including typical schedules for seasonal preventative maintenance and repair service. The NSDP intends to award MULTI-YEAR contract to the contractor that is able to establish a contractual relationship with a qualified contractor that can best provide the NSDP with quality HVAC SYSTEM EMERGENCY MAINTENANCE AND REPAIR SERVICES as further described in this RFP.

The "scope of work" consists of maintenance and repair services, provides labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work. The contractor will be responsible to assess the conditions of the building's HVAC System; develop and implement emergency maintenance & repair services, and establish plans necessary to maintain, preserve, and keep the premises in good repair and condition.

The services of the contractor are to be of a scope and quality performed in a reasonable, diligent, and careful manner. Maintenance and servicing of the HVAC System shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations.

- Ensure ventilation systems operate properly and provide acceptable indoor air quality for the current occupancy level for each space.
- Rebalance or adjust HVAC systems to increase total airflow to occupied spaces when possible.
- Turn off any demand-controlled ventilation (DCV) controls that reduce air supply based on occupancy or temperature during occupied hours. In homes and buildings where the HVAC fan operation can be controlled at the thermostat, set the fan to the "on" position instead of "auto," which will operate the fan continuously, even when heating or air-conditioning is not required.
- Improve central air filtration: Increase air filtration to as high as possible without significantly reducing design airflow. Increased filtration efficiency is especially helpful when enhanced outdoor air delivery options are limited.
- Make sure air filters are properly sized and within their recommended service life.
- Inspect filter housing and racks to ensure appropriate filter fit and minimize air that flows around, instead of through, the filter.
- Ensure restroom exhaust fans are functional and operating at full capacity when the building is occupied.
Inspect and maintain exhaust ventilation systems in areas such as kitchens, cooking areas, etc.
- Use portable high-efficiency particulate air (HEPA) fan/filtration systems to enhance air cleaning (especially in higher risk areas such as a screening rooms office or areas frequently inhabited by people with a higher likelihood of having COVID-19 and/or an increased risk of getting COVID-19).
- Generate clean-to-less-clean air movement by evaluating and repositioning as necessary, the supply louvers, exhaust air grilles, and/or damper settings. This recommendation is easier to accomplish when the supply and exhaust points are located in a ceiling grid system.
- Use ultraviolet germicidal irradiation (UVGI) as a supplemental treatment to inactivate SARS-CoV-2 when options for increasing room ventilation and filtration are limited. Upper-room UVGI systems can be used to provide air cleaning within occupied spaces, and in-duct UVGI systems can help enhance air cleaning inside central ventilation systems.

B. PROPOSED WORKSITE LOCATIONS AND HVAC SYSTEM Listing & DESCRIPTIONS

<u>Locations:</u>	<u>HVAC Unit Description:</u>	<u>Model #:</u>	<u>Serial #:</u>
Chinle NSDP Office	BARDS Gas/Electric Wall-Mount Unit	W60G1	324C102691265-1
Chinle NSDP Office	BARDS Gas/Electric Wall-Mount Unit	W60G1	324C102691267-1
Crownpoint NSDP Office	BARDS Gas/Electric Wall-Mount Unit	WAG40D-A54XX	26F001465491-1
Crownpoint Wellness Center	Carrier Rooftop Unit - Vertical	48LCF007	
Crownpoint Wellness Center	Carrier Rooftop Unit – Horizontal	48LCF014	
Dilkon Wellness Center	GOODMAN COPELAND SCROLL	GSX130481BA	1001744963
Dilkon Wellness Center	GOODMAN COPELAND SCROLL	GSX130601AB	0912059212

Kayenta NSDP Office	BARDS Gas/Electric Wall-Mount Unit	W60G1	
Kayenta NSDP Office	BARDS Gas/Electric Wall-Mount Unit	W60G1	
Tecnospos Wellness Center	DAIKIN COMPANY	DCC036XXX3BXXXAB	
Tecnospos Wellness Center	DAIKIN COMPANY	DCC006XXX3BXXXAB	
Tecnospos Wellness Center	DAIKIN COMPANY	DCC036XXX3BXXXAA	
Tuba City WC	BARDS Gas/Electric 5 Ton	WG421-ANBVX4XXX	126H011641583-1
Tuba City WC	BARDS Gas/Electric 5 Ton	WG421-ANBVX4XXX	126H011641582-1
Tuba City WC	BARDS Gas/Electric 5 Ton	WAG40D-A54X	126J991367200-1
Tuba City WC	BARDS Gas/Electric 5 Ton	WAG40D-A54XX	126B991318795-1
Tuba City WC	BARDS Gas/Electric 5 Ton	WAG40D-A54XX	126J991367202-1
Tuba City WC	BARDS Gas/Electric 5 Ton	WAG40D-A54XX	126B991318792-1
Tuba City WC	BARDS Gas/Electric 5 Ton	WAG40D-A54XX	126J991367201-1
Window Rock WC	11 Unit of Goodman	GPG 13600903 A	

C. PROGRAM MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Program Manager listed below. Offerors may contact ONLY the Program Manager regarding the procurement. Inquiries and requests made to other staff will not be responded to. All responses will be in writing and will be distributed to all potential offerors who receive a copy of this Request for Proposals.

Rodgina Paul, Program Manager III
 Navajo Special Diabetes Program/NNDOH
 P.O. Box 3748
 Window Rock, Arizona 86515
 Telephone: (928) 871-6532
 Fax: (928) 871-6543
 Email: Rodgina.paul@navajo-nsn.gov

D. SEQUENCE OF EVENTS

This section contains the procurement schedule, an explanation of procurement events, and the general requirements governing this procurement.

<u>Sequence of Events and Actions:</u>	<u>Date:</u>
1. ADVERTISEMENT OF RFP	March 20, 2023
2. Proposal Due-Date (5:00 PM)	April 7, 2023
3. Bid Opening will be conducted at 1 p.m.	April 10, 2023
4. Proposal Evaluation and Selection:	April 10, 2023
5. Expected Award Date	Pending Financing

E. EXPLANATION OF EVENTS

1. Issue RFP – This RFP is issued by NSDP on behalf of the Navajo Nation Purchasing Services in accordance with Navajo Nation Procurement Rules & Regulations and Navajo Nation Laws. NN Purchasing Services and NSDP are the only organization that is authorized to make copies or distribute this RFP on behalf of the Navajo Nation.
2. Questions and Clarifications – Between the time of issuance of the RFP, prospective offerors are encouraged to call or e-mail the Program Manager concerning any questions about the scope of the project or the RFP schedule. Additional copies of the RFP can be obtained from the NN Purchasing Services.
3. RFP Amendments – Should any amendments to this RFP be deemed necessary between issuance of the RFP submission deadline, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
4. Submission of Proposal – PROPOSAL RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE. All offeror proposals must be received for review and evaluation, no later than 5:00 p.m. on April 7, 2023. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to Lorita Etsitty, Buyer, Navajo Nation Purchasing Services Department, Administration Building 1, Window Rock Blvd., Window Rock, Arizona, 86515 or mailed to P.O. Box 3150, Window Rock, Arizona, 86515. Proposals must be sealed and labeled on the outside of the package to clearly

indicate its response to the Request for Proposals, "HVAC SYSTEM EMERGENCY MAINTENANCE AND REPAIR SERVICES"

The Proposal Cost for the "HVAC SYSTEM EMERGENCY MAINTENANCE AND REPAIR SERVICES" must be submitted in separate sealed envelopes and should be marked with "Cost Proposal" and the proper's name. Proposals by facsimile or any other method will not be accepted.

5. Proposal Evaluation Criteria – Proposals will be evaluated to determine the proposal, or proposals that offer the best value to the NSDP. The evaluation will be based upon following criteria, listed in order of descending priority. Although some factors are weight more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the NSDP reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

The Selection Committee will review each offeror's statement of qualifications proposal. Each member, as outlined in this RFP, will allocate points. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member ranking will be totaled together to determine the overall ranking of proposals. However, the Selection Committee may award the selection based on the results of the overall ranking of proposals, or if fewer than three proposals are received the Selection Committee may recommend an award to the highest ranked proposal.

Proposal Proposals will be evaluated on many criteria, but not limited to: Cost; Delivery; ability to meet specifications, terms, and conditions; References and Prior working experience with governmental organizations, etc.

6. Notice of Finalists – Each responsive offeror will be notified in writing as to the results of the short-listing. In general, the Selection Committee attempts to mail notices one week prior to the interview date. A public log will be kept of the names and overall rankings of all offeror's short-listed for interviews.
7. Interviews with Finalists – If applicable, for those proposals selected for interview, notices to finalist will include the interview date and time. The interview location is held at the discretion of the Selection Committee. Scoring for the interview will be based on responses to the questions of this RFP. Interview scoring will total 100 points. The points are equally divided between the prepared questions and each member will allocate points. Each member's point will be translated into a numeric ranking of all interviewed firms. The individual member rankings will be totaled together to determine the overall ranking of firms.
8. Notice of Award – The Program Manager will notify finalists in writing of the final award.
9. Contract Negotiation – NSDP and the successful Offeror will begin contract negotiations with the highest ranked firm as soon as possible after notice of award. Actual professional service fees shall be negotiated based upon specific scope of services, reimbursable, specific consultant requirements, and on such factors as project size and complexity. If agreement on terms can be reached, NSDP shall prepare a professional services contract for approval by the Navajo Nation. If the agreement cannot be reached within reasonable times NSDP shall terminate negotiations with the highest ranked firm, and begin negotiations with the next firm on the ranking list. This process will continue until a contract has been negotiated with one of the firms on the ranking list. If a contract cannot be negotiated, NSDP may choose to negotiate with other qualified proposers graded by the committee or to terminate negotiations.

F. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests – In accordance with Navajo Nation Business Opportunity Act, any offeror who is aggrieved in connection with the award of a contract may protest to the Navajo Nation's Business Regulatory Department. The protest must be submitted in writing within fifteen (15) calendar Days after knowledge of the facts or occurrences giving rise to the protest to:

Notah Silversmith, Department Manager
Navajo Business Regulatory Department
P.O. Box 663
Window Rock, Arizona 86515
Phone number: (928) 871-6714 or 6718

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost – Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. Subcontractors – the contractor must perform all work that may result from this procurement and payments will only be made to the contractor. Use of consultants identified in the proposal is permitted, but shall not exceed more than forty-nine (49%) of the work to be performed under this Agreement.
4. Amended Proposals – An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be the complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. NSDP personnel will not collate or assemble proposal materials.
5. Power of the Navajo Nation – The Navajo Nation reserves the right to reject an offer from any offeror who has previously failed to perform properly, has caused the Nation to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
6. Offerors Right to Withdraw Proposal – Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Program Manager. The approval or denial of withdrawal requests received after the deadline for receipt of proposals is at the discretion of the Program Manager.
7. Disclosure of Proposal Contents – The content of proposals will be kept confidential until NSDP has issued the written notice of a contract award. At that time, all proposals will be opened to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
8. Confidentiality – Confidential data is normally restricted to confidential financial information concerning the offerors organization and data that qualifies as trade secrets. Any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.
9. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Program Manager determines such action to be in the best interest of the Navajo Nation.
10. Sufficient Appropriation – Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will affect such termination. The Owner's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the Owner and shall be final and binding upon the contractor.

If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

11. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the letter of transmittal. Submission of a proposal constitutes acceptance of all conditions contained herein including evaluation factors.
12. Offeror Qualifications – The selection Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The

selection committee will reject the proposal of any offeror who is not a responsible offeror and fails to submit a responsive offer.

13. Right to Waive Minor Irregularities – The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.
14. Release of Information – Only the Owner is authorized to release information about the project covered by this RFP. The Offerors must refer to the owner any request to release any information that pertains to the work or activities covered by any action or award related to this RFP.
15. Ownership of Documents – The drawings, specifications and other project documents are the property of the Owner. The contract has certain requirements as to the rights and responsibilities of the Owner and Architect/Engineer. Record Drawings, and documents, are to be delivered to the Owner.
16. Insurance –
 - a. General Conditions: Until final acceptance by the Navajo Nation of the work covered, the Contractor shall procure and maintain at the contractor's expense, insurance of the kinds and in the amounts herein provided. The Insurance shall be provided insurance companies authorized and approve to do business with the Navajo Nation Department of Risk Management and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agent or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.

The Contractor shall procure and maintain, during the life of this Contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. The policies will be written with NSDP as additional insured, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 days written notification to NSDP, Program Manager, if a policy has been materially changed or canceled. The Navajo Nation shall be an additional insured and will be written on an occurrence form, and shall provide limits as follows:

Workers Compensation	Statutory
EMPLOYERS LIABILITY	\$1,000,000.00
Commercial General Liability	
Bodily Injury/Property Damage:	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
Products/Completed Operations:	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
Pollution Legal Liability	\$1,000,000.00 Each Occurrence
Business Automobile Liability	
Combined Single Limit:	\$1,000,000.00 Each Occurrence
Business Automobile Liability Insurance shall include coverage for use of all owned, non-owned and hired automobiles and vehicles:	
Independent Contractors:	Included
Contractual Liability:	Included
Professional Liability:	\$1,000,000.00 Each Occurrence
(NOTE: ADD IF APPLICABLE)	\$1,000,000.00 Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage

required. If such limits are higher than the minimum limits required by the Navajo Nation, such limits shall be certified and shall apply to the coverage afforded the Navajo Nation under the terms and conditions of the contract as though required and set forth in the contract. The Contractor shall furnish to the Navajo Nation copies of any endorsement that are subsequently issued amending coverage or limits.

b. Approval of Insurance

Even though a "Notice to Proceed" may have been given by the Navajo Nation, the Contractor or subcontractor(s) shall not begin work under this Contract, or solicitation until the required insurance has been obtained and the proper Certificate of Insurance (or insurance policies) has been filed with the Navajo Nation, adding the Navajo Nation as an additional insured as applicable. Neither approval nor failure to approve certificates, policies, or insurance by the Nation shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

c. Increased Limits

If, during the life of this Contract or solicitation, the Legislature of the Navajo Nation increases the maximum limits of the liability under the Tort Claims Act, the Navajo Nation may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

17. Proof of Licensing

If the services proposed are ones for which licensure by the State of Arizona or New Mexico or another agency is required, state license or membership number and date of first licensing in New Mexico or Arizona. Also, state whether license is currently in good standing.

18. Applicable Laws

The laws of the Navajo Nation shall govern this procurement and any agreement that may result from this procurement with applicable provisions from the State of Arizona or New Mexico and Federal Laws.

G. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

1. NUMBER OF RESPONSES

Offeror's may submit only one (1) proposal.

2. NUMBER OF COPIES

Offeror's shall deliver an original plus three (3) identical copies (4 total) of Binder 1 of their proposal, to the location specified on or before the closing date and time for receipt of proposals. ORIGINALS shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the offeror's proposals.

3. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 papers. The proposal must be limited in format and length. All foldout sheets, up to a maximum of 11" x 17" (2) sheets will be counted as two (2) pages and shall be labeled as such.

Material shall include:

- Front cover (blank on back side)
- Submittal Letter (one page maximum)
- Table of Contents (one page maximum)
- Divider pages (blank except for title information)
- Certificate(s) of insurance
- Back cover (blank on one side)

4. PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contained, as minimum, all listed items in the sequence indicated.

- a. Letter of Submittal
- b. Table of Contents
- c. Proposal Summary
- d. Response to Proposal Requirements
- e. Additional Materials
- f. **Detail Proposal Cost (Separate Sealed Envelope)**

*Optional proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary" include with this proposal.

Proposals deemed non-conforming by the Selection Committee in regard to format may be considered non-responsive and may result in disqualification of the proposal. Offerors shall contact the Program Manager to clarify any questions concerning format prior to submission.

H. PROPSAL SUBMITTAL REQUIREMENTS/EVALUATION

1. The following guidelines shall be adhered to by offerors for consideration in the selection process of firms or individuals to perform professional services for the project described. Proposals, which do not include ALL of the listed information will be considered incomplete and non-responsive and will not be considered by the selection committee.

2. MANDATORY SUBMITTAL REQUIREMENTS

Submittal Letter – Proposals must be accompanied by a submittal letter.

- a. Identify the submitting business. State the name and address of the organization's firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit). Subcontractors if any must be identified in a similar manner;
- b. Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- d. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Sections II of this RFP;
- e. Be executed (**signed**) by a person authorized to contractually obligate the offeror;
- g. Acknowledge receipt of any and all amendments to this RFP;
- h. Contain a statement indicating a commitment to comply and act in accordance with the following:

Federal Executive Order relating to the enforcement of civil rights

Navajo Nation Law relating to the enforcement of civil rights and *the Navajo Nation Business Opportunity Act – Title V*;

Federal Code, title, USCA 7152, Sub-chapter 11, Anti-discrimination in Employment;

Executive Order No. 11246, Equal Opportunity in Federal Employment;

Title 6, Civil Rights Act of 1964;

Requirements of the Americans with Disabilities Act of 1990 (*latest edition*) for work Performed as a result of this RFP;

3. EVALUATION CRITERIA

A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. A brief explanation of each evaluation category is listed below. Information in

one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category are as follows:

1. Navajo / Indian Preference 15 pts.
2. Qualifications/Certifications/Experiences & Special training of the Firm 20 pts.
3. Proposal Requirements, Adherence to Specifications & References 20 pts.
4. Proposers Information, Customers Services & Availability of Proposer 20 pts.
5. Firm Proposal Cost 25 pts.

V. ATTACHMENTS:

- W-9 FORM
- NAVAJO NATION DEBARMENT FORM

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

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

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

Applicant Name

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

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code.</p> <hr/> <p>7 List account number(s) here (optional)</p>
	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; height: 20px;"></td> </tr> </table>		-			
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.