

**THE NAVAJO NATION
OFFICE OF LEGISLATIVE SERVICES
REQUEST FOR PROPOSALS (RFP)**

**RFP #25-06-3735SB
Chamber HVAC Duct System
Extraction/Replacement Project
2025 NAVAJO NATION
DUE: June 27, 2025 4:00 P.M.**

The Navajo Nation Office of Legislative Services (hereinafter referred to as “NNOLS”) invites interested and qualified companies to submit proposals for the Navajo Nation Council Chamber HVAC Duct System Extraction/Replacement Project.

This project involves the replacement of duct system and includes a warranty covering both workmanship and materials for the facilities listed in Appendix “A.”

The primary objective of this Request for Proposals (RFP) is to replace the aging ducts in the Navajo Nation Council Chamber and to prevent heat/cooling loss. The NNOLS seeks to obtain individual cost estimates for the project, including bid alternates, to assess available funding for award consideration.

Pre-Bid Meeting:

A **pre-bid meeting** for all prospective bidders will be held on:

Date: June 23, 2025

Time: 9:00 AM (MST)

Location: Navajo Nation Council Chamber
200 Parkway
Window Rock, Arizona 86515

Attendance at the pre-bid meeting is strongly encouraged to ensure a clear understanding of the project requirements and conditions.

**REQUEST FOR PROPOSALS
DUE: JUNE 27, 2025 4:00 PM**

The Navajo Nation Office of Legislative Services (NNOLS) is accepting proposals from qualified HVAC companies for the removal and dispose of the existing duct system under the Navajo Nation Council chamber floor. The contract award will be determined solely at the discretion of the NNOLS.

All responses to this Request for Proposals (RFP) must be submitted to the **Navajo Nation Office of Legislative Services** no later than the date and time specified above. Each respondent is required to submit **three (3) hard copies** of their proposal.

All proposals must be clearly labeled with the following reference:

RFP #25-06-3735SB – CHAMBER HVAC DUCT SYSTEM EXTRACTION/REPLACEMENT 2025

Please note the following submission conditions:

- **Oral, telephonic, emailed, or faxed proposals will not be accepted.**
- **No corrections, deletions, or additions** to submitted proposals will be accepted if submitted via oral communication, telephone, email, or fax.
- **Late submissions will not be considered** under any circumstances.
- **All bids will be delivered to the Navajo Nation Office of Legislative Services.**

The Navajo Nation Office of Legislative Services reserves the right to reject any or all proposals, and to waive any informality or irregularities in the proposal process.

1. AVAILABILITY OF FUNDS

Any subsequent contract award associated with this RFP is contingent upon the availability of funds to the NNOLS for this project. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect. NNOLS reserves the right to negotiate the overall contract price based on the availability of funds. Bid Alternates will be in effect and clearly noted on the attached Appendix A.

2. AGREEMENT

The NNOLS, upon mutually agreed to and acceptable terms and conditions with the successful responder/consultant, shall enter into a formal agreement for a mutually agreed to fee and period of time. The NNOLS reserves the right, subject to mutual agreement with the successful responder/consultant, to extend the terms of this agreement, at the proposed rate, for a mutually agreed upon period of time.

3. CANCELLATION OF AGREEMENT

The NNOLS reserves the right to cancel any contract/agreement, in whole or part, at any time, within thirty (30) calendar days prior written notice to the consultant, should any of the following conditions exist:

- Funds are not appropriated by the NNOLS for continuance of this agreement.
- The NNOLS, through changes in its requirements, method of operation, or program operation no longer has a need for the service.

4. INSURANCE REQUIREMENTS

The selected entity, upon receiving authorization to proceed, shall be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the NNOLS.

The entity selected shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the NNOLS from claims which may arise out of or result from any obligation under this agreement, whether such obligations are

the Contractor's or those of a subcontractor or any person or entity directly or indirectly employed by said Contractor. Minimum coverage is as follows:

1. **Workers Compensation:** Consultant shall provide workers compensation and employer's liability insurance that complies with the regulations of the Navajo Nation with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.
2. **Commercial General Liability Insurance:** Consultant shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the NNOLS as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the NNOLS. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
3. **Commercial Automobile Insurance:** Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
4. Include a statement that no conflicts of interest exist in the provision of the services.

Umbrella Liability Insurance: Consultant shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the NNOLS at the sole cost and expense of the Contractor. As to the insurance required, the insurer(s) and/or their authorized agents shall provide the NNOLS with certificates of insurance prior to execution of the agreement by the NNOLS, describing the coverage.

5. AWARDING THE SERVICES

The services shall be awarded to the consultant whose qualifications are deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals.

6. SUBMISSION OF QUESTIONS

Questions relating to this request for proposals must be submitted in writing to the following (faxed or emailed questions are acceptable):

Navajo Nation Office of Legislative Services

Post Office Box 3390

Window Rock, Arizona 86515

Attn.: Linda J. Youvella

Fax: 928-871-7259

Email: lindayouvella@navajo-nsn.gov

To ensure consistent interpretation of certain items, answers to questions the NNOLS deems to be in the interest of all will be made available to all other respondents.

7. PROPOSAL SUBMISSION

Three (3) complete sets of the proposals along with a sample of your work are to be submitted to the NNOLS no later than June 27, 2025 at 4:00 PM, clearly labeled as follows: **RFP #25-06-3735SB – CHAMBER HVAC DUCT SYSTEM EXTRACTION/REPLACEMENT 2025** and shall be addressed and mailed or hand delivered to:

Navajo Nation Office of Legislative Services

200 Parkway Building #3

Window Rock, Arizona 86515

Attn.: Linda J. Youvella

8. ATTACHMENTS

Appendix A provides a picture of the duct system to be replacements. Please ensure that individual bid proposals are noted for each selected site. NNOLS will select the most feasible sites and cost based on available funds.

9. SCOPE OF SERVICES

a. Scope Inclusions:

- Contract services shall include labor and material costs including duct system material, vent covers, balancing of the system and applicable warranty of material and a year of warranty on labor.
- Labor costs and timeframes, including overhead costs covering all applicable licensures and warranty provisions and tax requirements.
- Contractor shall be responsible for thoroughly inspecting the existing duct system before bidding to assure themselves with the pricing they provide.

b. Duct Replacement Work:

- Removal and dispose of existing duct system in accordance with manufacture installation requirements.
- Contractor shall be responsible for thoroughly inspecting the existing HVAC system and duct system before bidding to assure themselves with the pricing they provide.
- Damaged duct fixtures shall be replaced before installing new system.
- Work will entail removal of all existing duct system and replacing with new material to manufacturing specifications to existing HVAC system.
- Disposal of all aged materials.

c. Warranty:

- Contractor to provide a one-year labor warranty.
- Manufacturer's material warranty to be included as guaranteed.

d. Debris Disposal:

- Proper disposal of all debris resulting from construction to an appropriate landfill.

This scope outlines the comprehensive requirements for the duct replacement services, ensuring quality and adherence to standards throughout the process. The Contractor shall perform a thorough inspection during every duct service. Following each scheduled duct service, the Contractor must submit a written report to the NNOLS on all service completed. All duct work shall bear a minimum 20-year factor warranty with each installation.

All construction debris shall be the responsibility of the individual contractor to dispose of and all cost shall be incurred by the contractor that are not directly specified or outlined in the scope of work. Each scope of work shall include all applicable Navajo Nation taxes.

Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the Navajo Nation.

10. QUALIFICATION REQUIREMENTS AND FORMAT

The following material is to be included in all responses and received by the date and time noted above in order for any entity to be considered:

- a. Title Page showing that the proposal submitted is for: RFP #25-06-3735SB NT 2025.
- b. The entity name, contact person information and date of response.
- c. Table of Contents
- d. Information described in the following:

Technical Proposal Section

Section I: Company Profile

This section should state the size of the entity, the type of entity, the entity's background, and the location and/or office from which the work on this project shall be performed. Selected contractor is requested to following Navajo Employment Preference and a detailed statement to ensure compliance.

Section II: Experience

The response should include details of experience with facility roofing repairs and replacement for educational and government facilities. In addition, interested entities must have at least ten years minimum experience performing roofing and maintenance services.

Section III: References

Include a list of references and contact information in the response. This list should include past and present clients as outlined in Experience above, including names and telephone numbers of contact people.

Section IV: Specific Approach, Sample Reports and Management Plan

Provide details regarding your approach to completing duct work services for all listed facilities in this RFP. Include a management plan with qualifications of the staff you propose for this project along with resumes of the key personnel who would be assigned to this project as well as any consultants, engineers, etc. to be used.

Section V: Budget & Cost Breakdown Information

Include a detailed cost proposal as follows broken down by each project with a grand overall total for each of the following areas:

Price per square footage

Cost of Materials

Navajo Nation Tax 6% (*All Navajo Nation*)

Navajo Nation Tax 7% (**Kayenta, AZ region**)

Total Cost

Section VI: Additional Information

Include in this section any additional information you wish to provide to the NNOLS relevant to the analysis.

Please be advised that the person(s) signing a formal response must be authorized by your organization to contractually bind the entity with regard to prices and related contractual obligations for the delivery terms.

Company Name

Authorized Signature

Title

Printed Name

Phone, Fax, Email, Website Address

Section VII: Required Documents (MUST DOCUMENTS)

1. Employee Certification and Degrees
 - Field Related Degrees and/or Certifications
 - State Contractors Licensure or Certification
 - Safety Certification
2. Comprehensive Scope of Work
3. Navajo Business Opportunity Act Statement
4. Statement on Navajo Nation Tax Compliance
5. Certificate of Non-Debarment
6. Certification of Non-Collusion
7. Certification of Good Standing from State Licensing Office

8. Certificate of Insurance (Must meet Navajo Nation Requirements)
9. Federal IRS W-9 Form (updated version March 2024)
10. SDS Information for all chemical intending to use
11. One Copy of Comprehensive Safety Plan (Company Safety procedures, etc.)
12. Navajo Nation Tax Breakdowns (*See Section V. Budget & Cost Breakdown Information*, selected contractor to include statement from the Navajo Nation office of past tax compliance.)
13. Payment and Performance Bond if applicable.

11. INTERVIEW AND SELECTION PROCESS

The NNOLS shall select the successful respondent to provide the requested services. Respondents submitting the most responsive proposals may be invited to an interview with the NNOLS. During that process those entities shall be requested to present all costs and rates associated with their proposed consulting services.

Should the NNOLS elect to purchase the consultant services detailed in this request it will then enter into a contract/agreement with the most responsible respondent whose proposal is determined to be in the best interest of the NNOLS. Responses to this RFP will be reviewed against the criteria contained herein, and award of the contract/agreement shall be made in accordance with standard Navajo Nation purchasing procedures.

The NNOLS reserves the right to reject any or all proposals, in whole or in part, for any reason. NNOLS may negotiate changes to proposed terms and waive minor irregularities or inconsistencies in the Request for Proposal (RFP). NNOLS also reserves the right to make a selection based on interviews, qualifications, relevant experience, responsiveness to RFP requirements, and to negotiate a final contract or agreement with the selected contractor.

12. ANTICIPATED TIME-LINE

June 10, 2025	Issue RFP
June 23, 2025	9:00 A.M. Pre-bid Meeting
June 27, 2025	4:00 P.M. Proposals due
June 30, 2025	9:00 A.M. Bid opening

APPENDIX A

1) NAVAJO NATION COUNCIL CHAMBER DUCT SYSTEM

2,500 Square Feet

Window Rock, Arizona

- a) Removal of and dispose of existing duct system under the building, install new supply and return ducting system under flooring system of the building. All ducting and supply lines are to be sealed airtight and insulated.
- b) Removal of all debris to be disposed of by the contractor.
- c) Thorough inspection of the duct system.
- d) Adhere to specific Scope of Work listed on Page 4-5.



NAVAJO NATION AFFIDAVIT OF NON-COLLUSION

For _____ (service type) for the _____ enamel Project,
located in the _____ of the Navajo Nation, state of _____
County of _____.

_____, (Affiant name), being first duly sworn, hereby deposes and says that:

1. He/ she is the _____ of _____ (Entity) (Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above named Project;
2. is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
 - a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
 - b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
 - a. fix any price or fee relating to any Proposal, Statement of Qualification, or **Bid** of said Entity or of any other entity, bidder, or person, or
 - b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

NOTARY:

Signature of Affiant

Printed name of Affiant

Title of Affiant

Name of Entity

Address of Entity

Entity Employer Identification Number (EIN)

Subscribed and Sworn before me this
day of _____, 2025

Notary Signature _____

My Commission expires _____

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