

REQUEST FOR PROPOSALS
Ansul System Replacement
RFP RE-BID 25-07-3764SB
Navajo Nation Division of Aging and Long-Term Care Support
Fort Defiance Agency

PROPOSAL DUE DATE: August 20, 2025; 5:00 p.m.

DESCRIPTION: Division of Aging & Long-Term Care Support (DALTCS) is seeking Proposals for the replacement of the Ansul System Unit in the kitchen at the Jeddito and Tohatchi Senior Centers. Current Ansul System is obsolete.

CONTACT PERSON: Lesita Desiderio, Program Supervisor II
Email: Lesita.desiderio@navajo-nsn.gov
Telephone Number: (928) 729-4460

RETURN RESPONSE TO:

Mailing Address: DALTCS – Ft. Defiance Agency
P.O. Box 1519
Ft. Defiance, AZ 86504
ATTN.: Lesita Desiderio
Bid No.: 25-07-3764SB

Physical Address: DALTCS – Ft. Defiance Agency
Navajo Route 12 BIA 110
Ft. Defiance, AZ 86504

Attn.: Lesita Desiderio, Program Supervisor II

Bid No.: 25-07-3764SB

- G. INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through email to Lesita Desiderio, Program Supervisor II, Lesita.desiderio@navajo-nsn.gov. No inquiries will be accepted after the inquiry deadline listed in Section E. NOTE: Inquires shall reference the purchase of a complete Ansul Systems Unit RE-Bid No. 25-07-3764SB.
- H. ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- I. PROPOSAL SUBMISSION:** Proposal must be received on or before 5:00 p.m., August 20, 2025 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to insure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. **Late proposals will not be accepted.** No electronic submittals.
- J. FOUR SETS OF PROPOSAL ARE REQUIRED:** Four (4) sets of the proposal must be delivered in a sealed envelope. The outside of the envelope should be clearly marked with the project name. **“MAINTENANCE ANSUL SYSTEM UNIT RE-Bid No.: 25-07-3764SB”** and the name and address of the firm submitting the proposal.

Proposal Format:

Bidders shall provide information in the following format:

Part A:	Written Proposal
a. Section 1:	Cover Letter and Bidder overview*
b. Section 2:	Company Credentials, Qualification and Staff Resume
c. Section 3:	Building Maintenance Ansul System Experience

- d. Section 4: List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last five (5) years.
- e. Section 5: Signed W-9 and Suspension/Debarment Form
- f. Section 6: Certificate of Insurance

Part B. Cost Proposal (Sealed separately in an envelope)

- g. State total cost for Part I.

***Vendor must include a statement in Cover Letter (Section I) that they agree to terms of sample Navajo Nation contract template (see Attached).**

- K. **COST PROPOSAL:** Cost proposals shall be sealed separately and not part of the proposal. Only when respondents have met the minimum qualification, the cost proposals will be opened. If respondent fails to submit cost separately from the proposal, the respondent will be deemed non-responsive.
- L. **REJECTION OF PROPOSALS:** Ft. Defiance Agency DALTCS reserves the right to reject any and all proposals. This RFP may be cancelled at any time and all proposals may be rejected in whole or in part when DALTCS Program Supervisor II determines it is in the best interest of the Navajo Nation.
- M. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each and every page of the proprietary material must be labeled or identified with the word "proprietary".
- N. **RESPONSE MATERIAL OWNERSHIP:** All materials submitted regarding this RFP shall become property of the Navajo Nation and will not be returned to the respondent. Response received will be retained by Ft. Defiance Agency DALTCS and may be reviewed by any person after final selection has been made, subject to paragraph L above. Ft. Defiance Agency DALTCS has the right to use any or all system ideas presented in reply to the RFP, subject to

limitations in paragraph L above. Disqualification or non-selection of a respondent or proposal does not eliminate this right.

- O. INCURRING COSTS:** Ft. Defiance Agency DALTCS is not liable for any cost by the respondents prior to issuance of a contract.
- P. ACCEPTANCE TIME:** Ft. Defiance Agency DALTCS intends to make a vendor selection within reasonable timeframe after the closing date for receipt of proposals.
- Q. SUFFICIENT APPROPRIATION:** A contract awarded as a result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall affect such termination or reduction in scope. The DGS Division Director's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by Vendor.

The payment procedures established by OOC – Division of Finance shall be adhered to and to begin whenever Services are delivered and accepted.

R. EVALUATION PROCEDURES AND CRITERIA:

1. An evaluation team will judge the proposals received in accordance with the general criteria used herein. The team may request oral presentations by respondents. Respondents should be prepared to

provide any additional information the team feels necessary for the fair evaluation of proposals.

2. Failure of a respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be

endorsed with the signature of the responsible official having the authority to bind the respondent to the execution of a contract.

3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of DALTCS. The specifications in this RFP represent the minimum performance necessary for a response. On the basis of the evaluation criteria established in this RFP the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the DGS Division Director may elect to evaluate the RFP solely.
4. Evaluation Criteria: The following criteria will be used by an adhoc-committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for DGS.

Qualifying Point Criteria:

- | | |
|---|---------|
| 1. Qualifications/Certifications Experiences & Special Training of the firm | 20 pts. |
| 2. Proposal Requirements, Adherence to Specifications & References | 20 pts. |
| 3. Proposers Information, Customers Services & Availability of Proposer | 20 pts. |
| 4. Firm Proposal Costs | 20 pts. |

Subtotal, possible points 80*

*Must obtain a minimum of 35 points to qualify for opening of cost proposals. Otherwise, respondent is disqualified.

Cost Point Criteria:

- | | |
|---|-----------|
| f. Delivery of all services at reasonable cost. | 0-20 pts. |
|---|-----------|

Total possible points = 100 points

- S. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response
- T. **TAX:** All appropriate taxes should be included in cost of services including the Navajo Sales Tax. All work performed within the territorial jurisdiction

of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. Section 601 et. Seq.).

- U. **TERM:** The term of this contract will be for a period of four (4) months from date of award.
- V. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.
- W. **COMPLIANCE WITH LAWS AND REGULATIONS:** The successful Vendor shall comply with all Federal, Tribal, State, and Local Laws, Regulations and Navajo Nation rules and policies pertaining to work under its charge, and shall, at its expense, procure any permits that may be required.
- X. **INDEMINICATION:**

To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against all

claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions and performance under the contract. The Vendor further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Navajo Nation's option of any and all claims of liability and all suits and actions of every names and description that may be brought against the Navajo Nation which may result from the operation and activities under any Contract resulting from this RFP.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision.

SECTION II SCOPE OF WORK

A. BACKGROUND

The mission of Ft. Defiance Agency Division of Aging & Long-Term Care Support (DALTCS) is to promote healthy independent living to elders. The vision statement is to “Empower Hozho (peace, beauty, balance, and harmony). The Ft. Defiance Agency DALTCS Program services 18 Senior Centers located across the Central Agency.

Ft. Defiance Agency DALTCS Program has the following services for older adults living on the Navajo Nation: Nutrition, Transportation, and assistance

with payment of eyeglasses, or dentures, or hearing aids via DALTCS Trust Funds. Senior Centers provide meals to older adults and eligible persons with disabilities, including short distance transportation.

B. RESPONDENT REQUIREMENTS:

All respondents must have, as a minimum, the capacities listed herein and the bid proposals submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.

C. MAINTENANCE OF ANSUL SYSTEM IN THE KITCHEN WILL CONSIST OF THE FOLLOWING:

Ft. Defiance4 Agency request proposals from firms interested in installing or maintenance of Ansul System Units for two (2) senior Centers. The goal of this solicitation is to enter into a Contract with the firm that will be able to best meet DALTCS requirements and deliver the project successfully.

Part I: Scope of Work

The services of the contractor are to be of a scope and quality performed in a reasonable, diligent, and careful manner. New installation or maintenance

of the Ansul System Units shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practice and shall conform to all applicable codes and regulations:

1. Complete an assessment of the condition of Ansul System Units consistent with applicable industry code and compliance standards.
2. Upgrade and install Ansul System Units in accordance with applicable industry code and compliance standards.
3. Provide labor, supplies, parts, and equipment for the Ansul System Units.
4. A timeline of 2 Ansul System Units will need to be completed on or before September 30, 2025.
5. Warranty Service: Extended warranty parts and labor (define maximum number of years available).
6. Ensure service cost such as labor, travel time, mileage, parts, and supplies are reasonable and are for the work completed for the applicable Ft. Defiance DALTCS Program.
7. Each scope of work shall include all applicable Navajo Sales Tax of 6% (24 N.N.C. Section 601 et. Seq.) associated with each project (Section S. Part 4).
8. Contract is subject to availability of funds.
9. The contractor will demolish and dispose of all materials related to the replacement of the Ansul System Units. Materials will be used, recycled, or disposed of as applicable and in accordance with EPA and NNEPA Regulations.
10. The contractor will furnish all equipment, materials, and labor necessary to complete the installation of the Ansul System Units.
11. All Ansul System Units installation and equipment shall not be proprietary for all information relating to the equipment and installation upon completion shall become property of the Navajo Nation to include any

software or codes used for the maintenance or repair for the system.

12. Thorough training shall be furnished to Ft. Defiance DALTCS Staff by the contractor on the installed equipment and materials upon completing of each Ansul System Units installed.
13. The contractor shall furnish all labor and materials necessary to complete the electrical work relating to the Ansul System Unit Project. This includes:
 - a. Installation of new wiring for the Ansul System Units
 - b. Installation and fabrication of all stands
 - c. Other recommendations to comply with applicable specifications and codes
14. The contractor will furnish all labor and provide applicable local utility company requirements and certification. The contractor will be responsible to have all units running efficiently at final walk through.
15. The contractor will be responsible for all construction related clean up and debris disposal. Contractors will also isolate work areas to minimize impact to non-work-related spaces; however, some dust and debris can be expected.
16. Contractor will supply all screws, nails, adhesives, caulking, roofing curbs, gas regulators, cements, vents, deflectors, fabrications, tapes, and cements to seal all joints and penetrations, roof caps, electrical wires, thermostats, thermostat cords, and categorical parts required to complete this project. All building penetrations must be sealed tight to avoid leaks and air infiltration.

Part II: Site Location:

NO.	SENIOR CENTERS	LOCATION
1.	Jeddito Senior Center▪	Jeddito, AZ
2.	Tohatchi Senior Center	Tohatchi, NM

▪ Current Ansul System Unit is obsolete

Site Visits:

The contractor is encouraged, but not mandatory, to make a site visit prior to submitting a bid proposal to familiarize themselves with the Ansul System Unit project. To schedule a site visit, contact the following individuals.

Lesita Desiderio, Program Supervisor II
Division of Aging & Long-Term Care Support
Ft. Defiance Agency
(928) 729-4460

Marion Shorthair, Senior Center Supervisor
Jeddito Senior Center
(928) 738-5606
(928) 755-3754

Orlynda Dennison
Tohatchi Senior Center
(505) 732-4220

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**

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (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.

Social security number	
or	
Employer identification number	

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they