THE NAVAJO NATION FACILITIES MAINTENANCE DEPARTMENT REQUEST FOR PROPOSALS (RFP) RFP #25-07-3804SB

HVAC REPLACEMENT 2025 (B) NAVAJO NATION BUILDINGS

DUE: FRIDAY - August 15, 2025, 4:00 P.M.

The Navajo Nation Facilities Maintenance Department (hereinafter referred to as "FMD") invites qualified and interested contractors to submit bids for the replacement of seventeen (17) HVAC units at ten (10) designated locations within the Navajo Nation. This contract shall begin September 02, 2025, and end June 5, 2026.

The intent of this request for proposal is to replace aged heating and cooling systems with HVAC systems that are more conducive and cost efficient for use and operation by the Navajo Nation facility occupants.

PRE-BID MEETING FOR ALL PROSPECTIVE ENTITIES WILL TAKE PLACE ON August 12, 2025, AT 10:00 A.M. THE DESIGNATED MEETING PLACE IS AT THE NAVAJO NATION FACILITIES MAINTENANCE DEPARTMENT, 2431 NORTH ROUTE 12, FORT DEFIANCE, ARIZONA 86504. ATTENDANCE IS OPTIONAL.

REQUEST FOR PROPOSALS DUE: August 15, 2025 4:00 P.M.

The FMD is accepting proposals from qualified heating and cooling companies to provide the installation of HVAC units at ten (10) designated locations within the Navajo Nation. The contract award will be determined by the FMD in coordination with the Navajo Nation Procurement and Business Development Departments, and in accordance with the Navajo Nation Preference Laws.

Responses to this RFP shall be submitted to the Navajo Nation Facilities Maintenance Department at 2431 North Route 12, Fort Defiance, Arizona at the date and time noted above. All proposals must be clearly marked RFP #25-07-3804SB—FMD-HVAC REPLACEMENT 2025 (B). No oral, telephonic, emailed, addresses not specifically stated above or faxed corrections, deletions, or additions to any response shall be accepted. The FMD reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Any responses received after the above scheduled due date and time shall not be accepted or considered.

1. AVAILABILITY OF FUNDS

Any subsequent contract award associated with this RFP is contingent upon the availability of funds to the FMD for this project. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect. FMD reserves the right to negotiate the overall contract price based on the availability of funds. FMD may award all or portion of the listed locations.

2. AGREEMENT

The FMD, 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 FMD 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 FMD reserves the right to cancel any contract/agreement, at any time, with thirty (30) days prior written notice to the consultant, should any of the following conditions exist:

- Funds are not appropriated by the FMD for continuance of this agreement.
- The FMD, 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 NAVAJO NATION.

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 Navajo Nation 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:

- a) 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.
- b) 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 Navajo Nation 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 Navajo Nation. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

- c) 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.
- d) 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 Navajo Nation 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 Navajo Nation with certificates of insurance prior to execution of the agreement by the Navajo Nation, 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, considering the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals in accordance with the Navajo Nation Procurement Laws and Regulations.

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 Facilities Maintenance Department Post Office Box 528 Fort Defiance, Arizona 86504

Attn.: Marcus C. Tulley Fax: 928-729-4258

Email: marcustulley@navajo-nsn.gov

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

7. PROPOSAL SUBMISSION

Three (3) <u>complete</u> sets of the proposals along with a sample of your work are to be submitted to the FMD no later than August 15, 2025 at 4:00 P.M. clearly labeled as follows: **RFP #25-07-3804SB- FMD HVAC REPLACEMENT 2025 (B)** and shall be addressed and mailed or hand delivered to:

PHYSICAL ADDRESS:	MAILING ADDRESS:
NN Facilities Maintenance Department	NN Facilities Maintenance Department
2431 North Route 12	Post Office Box 528
Fort Defiance, Arizona 86504	Fort Defiance, Arizona 86504
Attn.: Marcus C. Tulley	Attn.: Marcus C. Tulley

8. ATTACHMENTS

Appendix A provides a list of facilities selected for HVAC replacements.

9. SCOPE OF SERVICES

Scope of Work: The Navajo Nation is requesting proposals from qualified contractors to replace seventeen (17) heating, ventilation, and air conditioning (HVAC) units at ten (10) designated office building locations throughout the Navajo Nation. The selected contractor will provide labor, materials, and equipment to complete HVAC installations at locations determined by FMD in accordance with applicable specifications and codes.

Site Work: The contractor will furnish all equipment, materials and labor to complete the site work relating to this project and as outlined under Appendix A.

Demolition: The contractor will demolish and dispose of all materials relating to the deconstruction of the existing fixtures required to complete improvements. Materials will be used, recycled or disposed of as applicable.

Replacement: The contractor will furnish all labor and materials necessary to complete the installation of HVAC units and/or radiant heating systems on select buildings.

Non-Proprietary Product & Equipment: All HVAC systems, components, and related equipment installed under this contract must be **non-proprietary**. Upon completion, all documentation, including operational manuals, software, programming codes, and diagnostic tools required for the maintenance, service, or repair of each system, shall become the property of the Navajo Nation. No proprietary restrictions shall impede the Nation's ability to manage and maintain the installed systems independently.

Training: Upon completion of each HVAC system installation, the contractor shall provide comprehensive, on-site training to designated personnel from the Navajo Nation Facilities Maintenance Department. This training shall cover the operation, maintenance, and troubleshooting procedures for all installed systems and components. Additional follow-up training sessions shall be provided upon request by the Department, at no additional cost to the Navajo Nation

Electrical: The contractor will furnish all labor, materials, and equipment necessary to complete the electrical work relating to this project, as shown on plans and outlined under Appendix A. This will include, but not limited to: installation of new wiring for all HVAC units, installation and fabrication of all stands, installation of cement pads for outside condensers or other recommendations to comply with applicable codes and requirements.

Plumbing and Air Balancing: The contractor shall provide all labor and materials necessary to comply with plumbing requirements as stipulated by local utility companies. The contractor is also responsible for obtaining any required certifications. Furthermore, the contractor must ensure that the installed HVAC systems deliver properly balanced airflow to each room, optimizing comfort and system efficiency.

Warranty: The contractor shall provide a manufacturer's warranty with a minimum term of five (5) years, along with a one (1) year warranty covering parts and labor from the date of final acceptance by the Navajo Nation. The contractor is responsible for filing and executing the manufacturer's warranty certificate upon project completion.

Any complaints, service issues, or required corrective work—including recalls or performance-related concerns—must be addressed within **twenty-four (24) hours** of notification by the Navajo Nation. Such services shall be provided at **no additional cost** to the Nation.

Clean Up: The contractor shall be responsible for all construction-related cleanup and debris removal at each job site. Work areas must be properly contained to minimize disruption and prevent contamination of non-construction zones. While some dust and debris may be unavoidable, the contractor must make reasonable efforts to mitigate the impact of the work on occupied or adjacent spaces.

Miscellaneous: The contractor shall provide all ancillary materials and supplies necessary to complete the scope of work. These include, but are not limited to:

- Nails, screws, adhesives, and caulking
- Roofing curbs, gas regulators, vents, and deflectors
- Fabrication and installation of new ductwork
- Tape and cement for sealing all joints and penetrations.
- Roof caps, electrical wiring, thermostats, thermostat cords, and all other parts and components required for full installation.

The contractor shall be responsible for the integrity of all building penetrations made during installation. All penetrations must be properly sealed to prevent water intrusion and air leakage.

Any leaks resulting from installation defects that occur within five (5) years of project completion shall be the responsibility of the contractor.

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 #25-07-3804SB FMD HVAC REPLACEMENT 2025 II.
- 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.

Section II: Experience

The response should include details of experience with facility commercial HVAC installation for educational and government facilities. In addition, interested entities must have at least ten years minimum experience performing commercial HVAC 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. Further, Certificates of Good Standing from applicable state Business Bureau.

Section IV: Specific Approach, Sample Reports and Management Plan

Provide details regarding your approach to completing all HVAC installation and 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% (list separately Kayenta Township at 7% and Tuba City at 6%) Correct tax must be added for each site in your cost breakdown.

Total Cost

Section VI: Additional Information

Include in this section any additional information you wish to provide to the FMD 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 (A MUST DOCUMENTS)

- 1. Employee Certification and Degrees
- 2. Comprehensive Scope of Work
- 3. Certificate of Non-Debarment (Navajo Nation Form)
- 4. Certification of Non-Collusion (Navajo Nation form)
- 5. Certificate of Insurance (must meet the criteria stated in section INSURANCE REQUIREMENTS).
- 6. Federal IRS W-9 Form (signed)
- 7. SDS Information for all Chemical Intending to Use
- 8. Copy of Organization Safety Plan.
- 9. Navajo Nation Tax Breakdowns (See Section V. Budget & Cost Breakdown Information)

10. Payment and Performance Bond if applicable

11. INTERVIEW AND SELECTION PROCESS

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

Should the FMD 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 FMD. 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 FMD reserves the right to reject any or all responses or parts thereof for any reason, to negotiate changes to proposed terms and to waive minor inconsistencies with the RFP. The FMD further reserves the right to select on the basis of an interview process, qualifications, experience in providing similar services elsewhere, overall responsiveness to the requirements of this RFP; and to negotiate a contract/agreement with the Consultant.

12. ANTICIPATED TIME-LINE

August 04, 2025	Issue RFP
August 12, 2025	10:00 A.M. Pre-bid Meeting
August 15, 2025	4:00 P.M. Proposals due
August 18, 2025	9:00 A.M. Bid opening

APPENDIX A

HVAC REPLACEMENTS 2025 (B)

- 1. Building No. 2832 Chinle WIC
 - a. Name/Model: Bard
 - b. Serial Number: 25M961047529-02
 - c. BTU: N/A
 - d. Amp: 40Amp, 240V, 1 Phase
 - e. Tonnage: N/Af. Type: Electric
 - g. Quantity: 2 Wall Package
- 2. Building No. 2866 Tuba City Food Distribution
 - a. Name/Model: Gama
 - b. Serial Number: N/A
 - c. BTU: N/A
 - d. Amp: 43.9, 208/230V, 1 Phase
 - e. Tonnage: 10
 - f. Type: Propane Gas
 - g. Quantity: 2 split systems (2 Air Handlers Up flow, 2 Condensers)
- 3. Building No. 2554 Tuba City Navajo Hopi Legal Service
 - a. Name/Model: Lennox, N/A
 - b. Serial Number: N/A not legible
 - c. BTU: N/A not legible
 - d. Amp: 60 Amps, 208/230V, 1 phase
 - e. Tonnage: N/A
 - f. Type: Propane Gas
 - g. Quantity: 1 Package Units, Side Vent
- 4. Building No. 2837 Fort Defiance EPA Operating Permit
 - a. Name/Model: N/A, RGLH-10EBRJR
 - b. Serial Number: FU5D307F510304042
 - c. BTU: 100,000
 - d. Amp: 20, 208/230V, 1 Phase
 - e. Tonnage: 7
 - f. Type: Natural Gas, Downflow
 - g. Quantity: 1 Split system

- 5. Building No. 2892 Window Rock Internal Affairs
 - a. Name/Model: N/A, EPC5548JC1
 - b. Serial Number: L961428077
 - c. BTU:100,000
 - d. Amp: 20 Amps, 115V
 - e. Tonnage: 7
 - f. Type: Natural Gas, Downflow
 - g. Quantity: 1 Split System (1 Air Handler, 1 Condenser)
- 6. Building No. 3937 Fort Defiance Workforce Development
 - a. Name/Model: Eubank, W36C611B3F00A
 - b. Serial Number: 01J-P60318
 - c. BTU: N/A
 - d. Amp: 40, 208/230V/ 1 Phase
 - e. Tonnage: N/A
 - f. Type: Electric Wall Packs
 - g. Quantity: 3 Wall Packs
- 7. Building No. F126 Fort Defiance Navajo Treatment Center
 - a. Name/Model: Central Furnace, 0300-A54XX
 - b. Serial Number: 132M001542706-1
 - c. BTU: 42,000
 - d. Amp: 20, 208/230V/1 Phase
 - e. Tonnage: 4
 - f. Type: Natural Gas, Wall Packs
 - g. Quantity: 2
- 8. Building No. 2699 Fort Defiance Safety of Dams
 - a. Name/Model: Bard, N/A
 - b. BTU: 65,000
 - c. Amp: 60, 208/230V/1 Phase
 - d. Tonnage: 5
 - e. Type: Natural Gas, Wall Packs
 - f. Quantity: 2

9. Building No. 7447 Window Rock Communication and Utility Radio Shop

a. Name/Model: Carrier, 48KCEA06A2A3A0A0A0

b. Serial Number: 2718C82614

c. BTU: 90,000

d. Amp: 60, 208/230/1 Phase

e. Tonnage: 7

f. Type: Package unit, Side Vent

g. Quantity: 1

10. Building No. 2905 Fort Defiance Water Code Admin

a. Name/Model: Central Furnace, WA040D-A54Cx

b. Serial Number: AL901281605-1

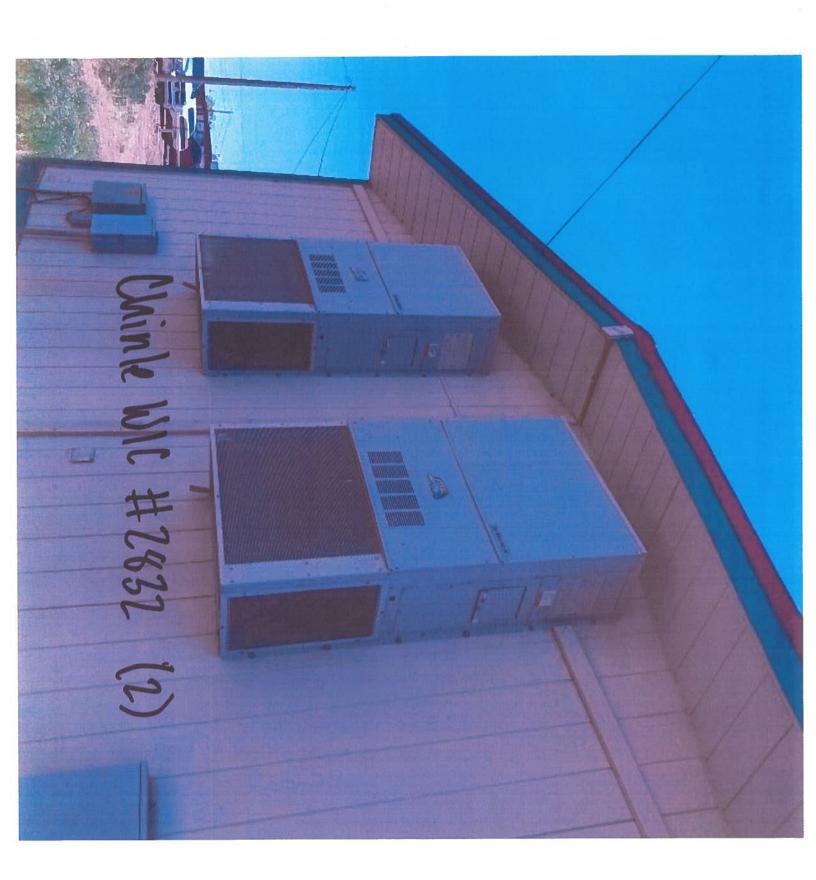
c. BTU: 51,000

d. Amp: 60, 208/230, 1 Phase

e. Tonnage: 4

f. Type: Natural Gas, Wall Pack

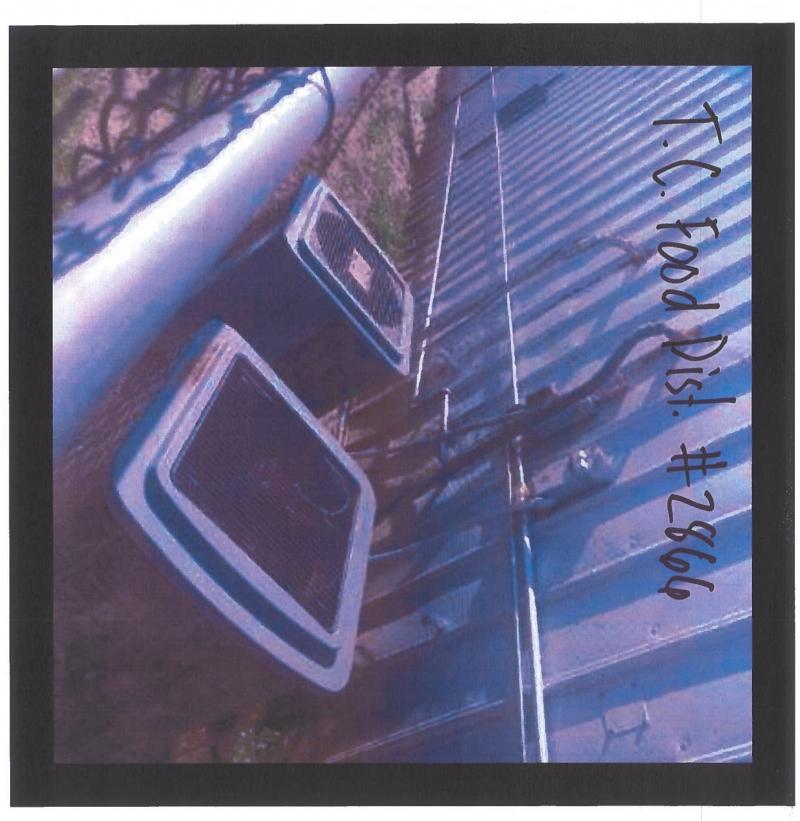
g. Quantity: 2



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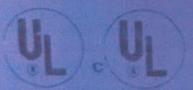
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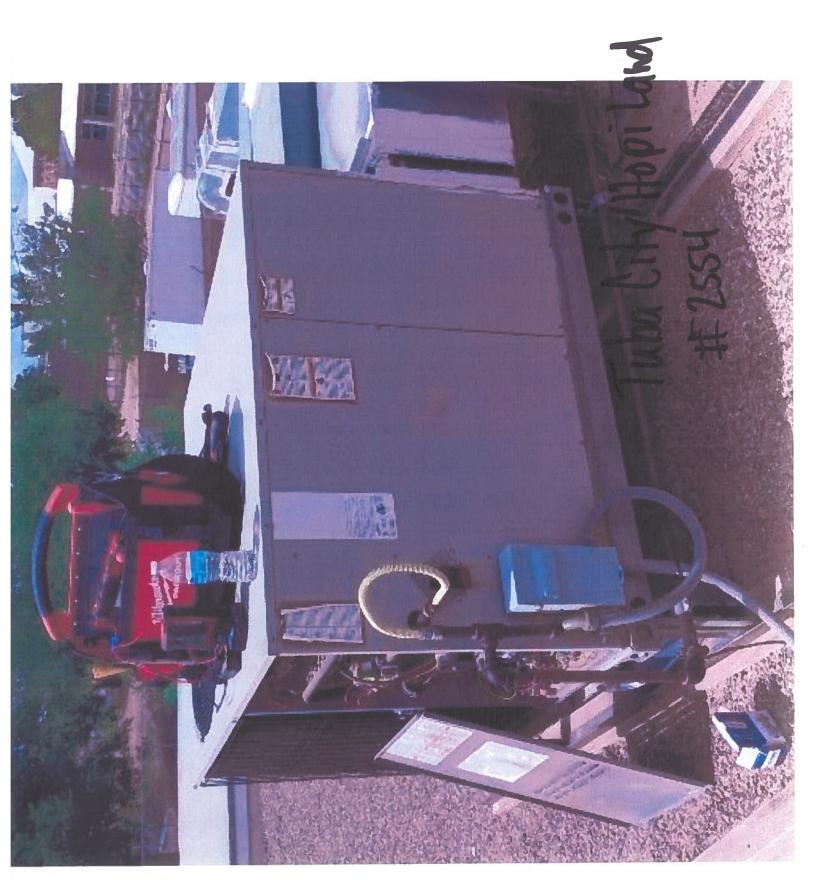




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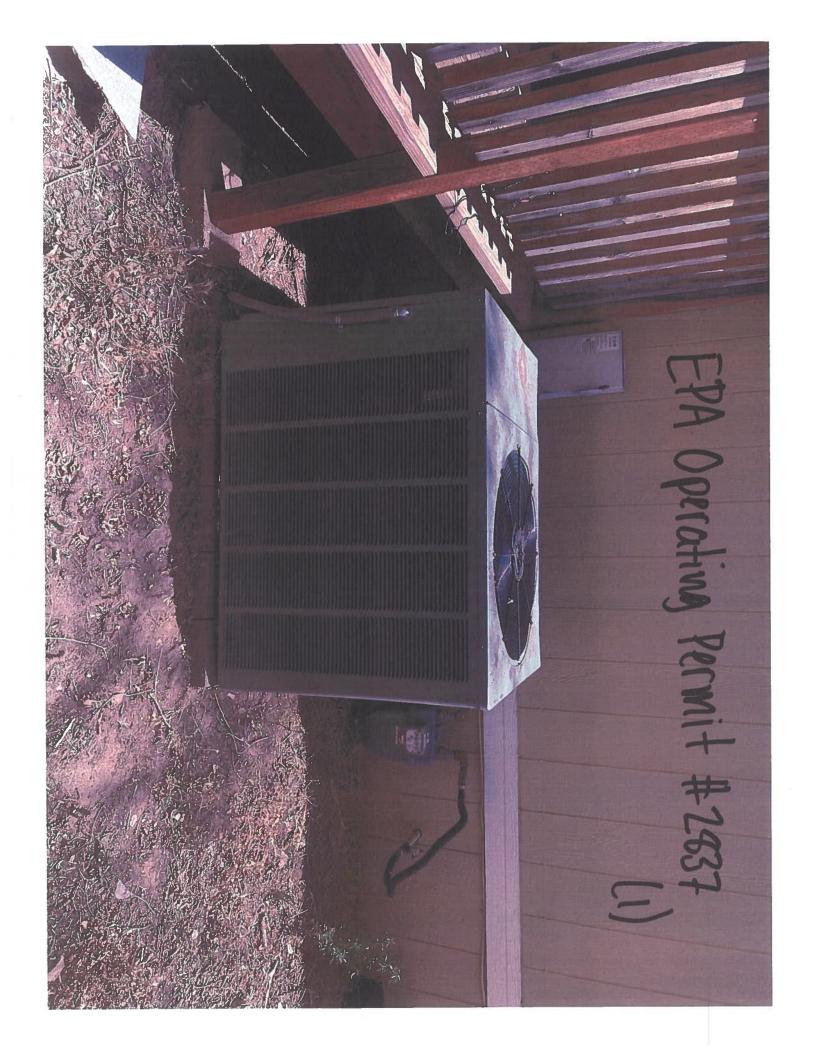
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T.C. Hopi Land #2554





EVA Doerating Permit #2837 (1)

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MAX. FUSE OR CKT. BRK. SIZE*
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FORT SMITH. ARKANSAS ASSEMBLED

HACR TYPE BREAKER FOR U.S.A.

92-22050-17

Internal Affairs #2892

INTER -CITY-PRODUCTS CORP. (USA)
LAVERGNE, TN USA 37086
GASED INDOOR COIL
MODEL NO. EPC5548JC1

WFG. NO. NEPC5648JC1 BERIAL NO. L9614 28077

CONTAINS COIL

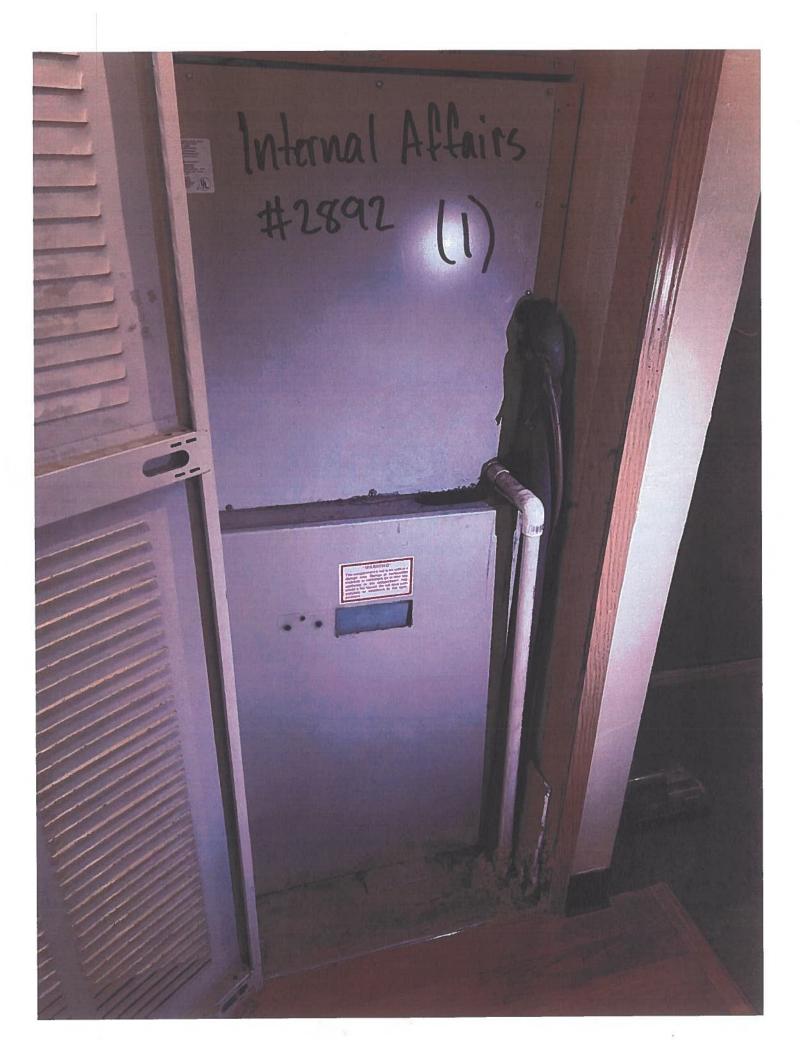
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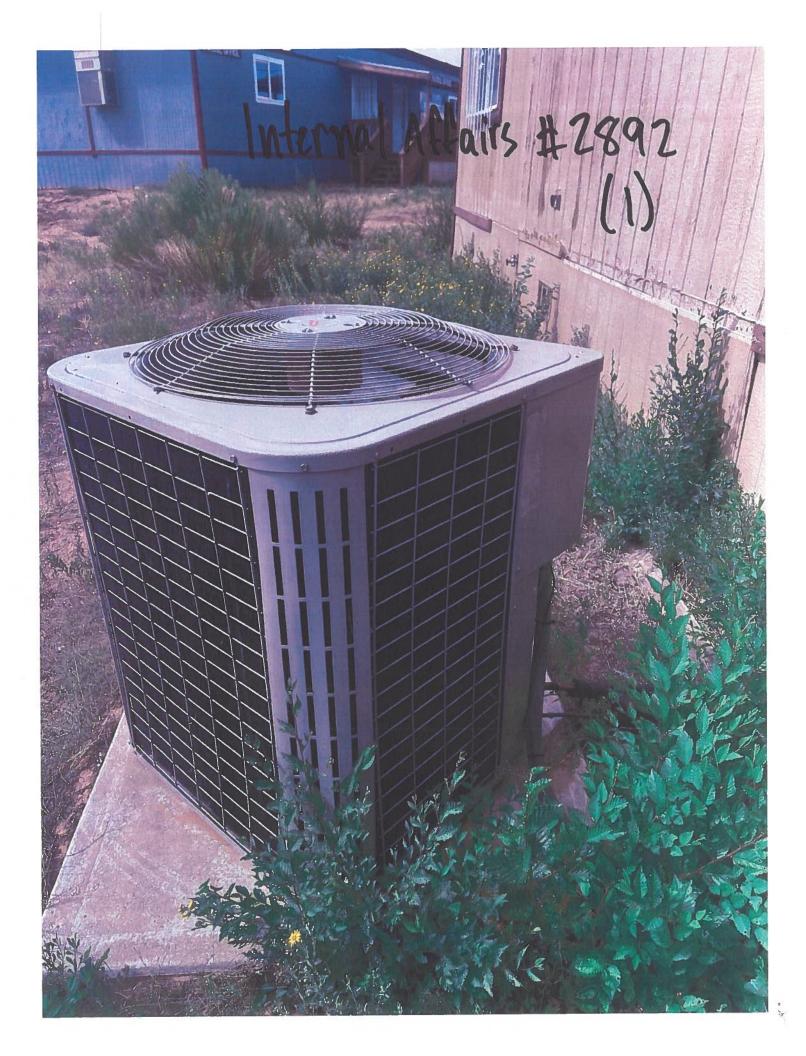
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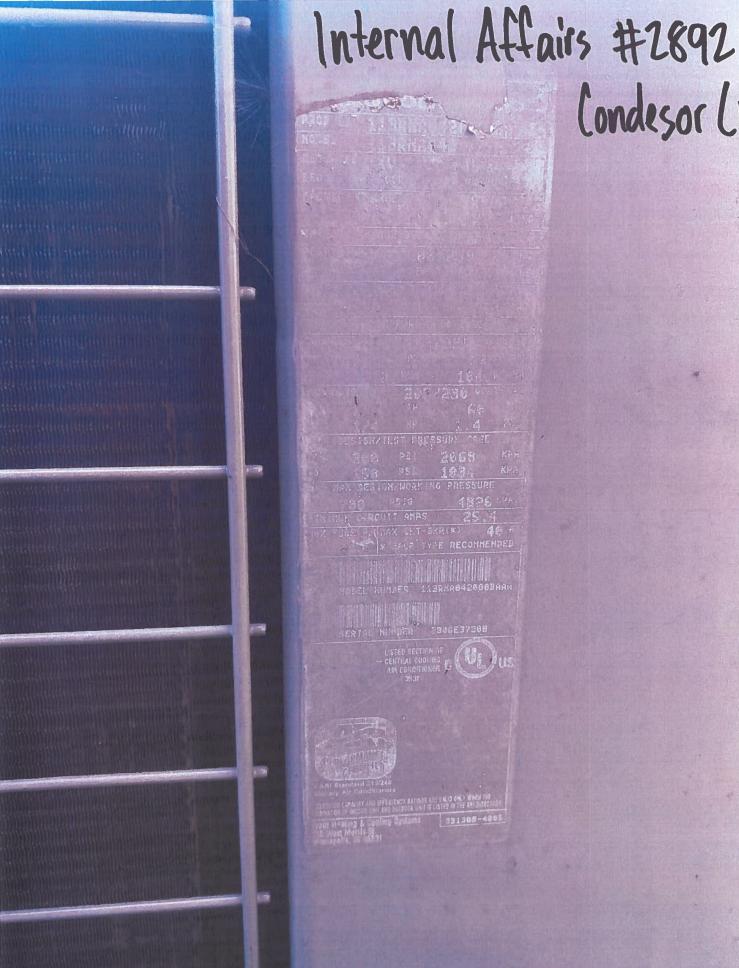


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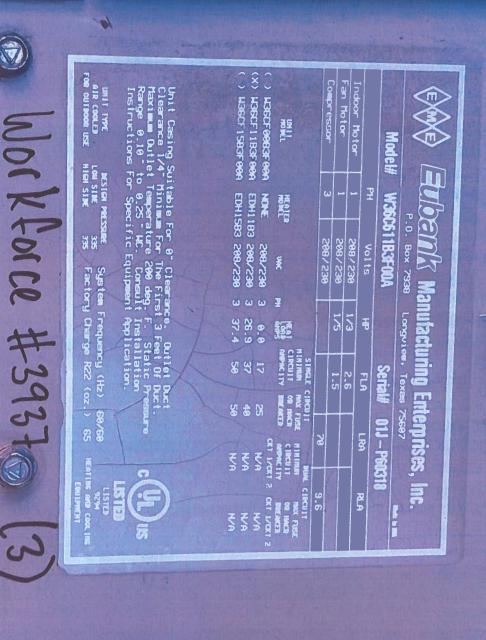








Condesor (1)





Navajo Treatment CTR # F126 (2)

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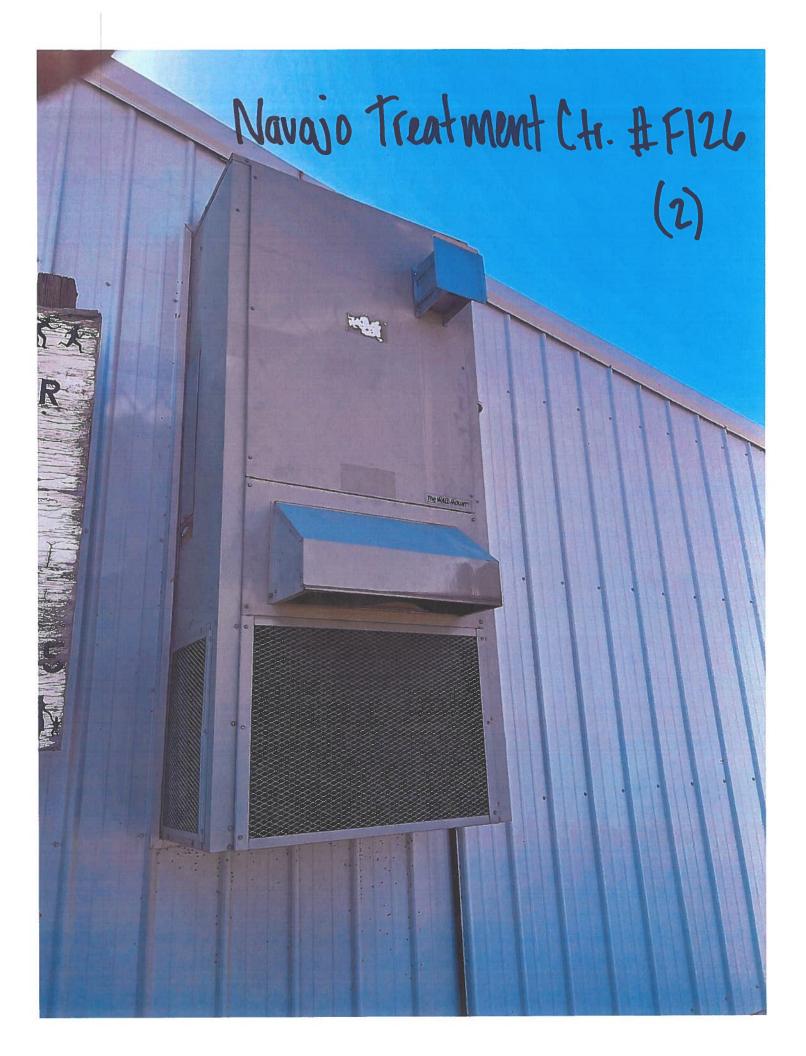
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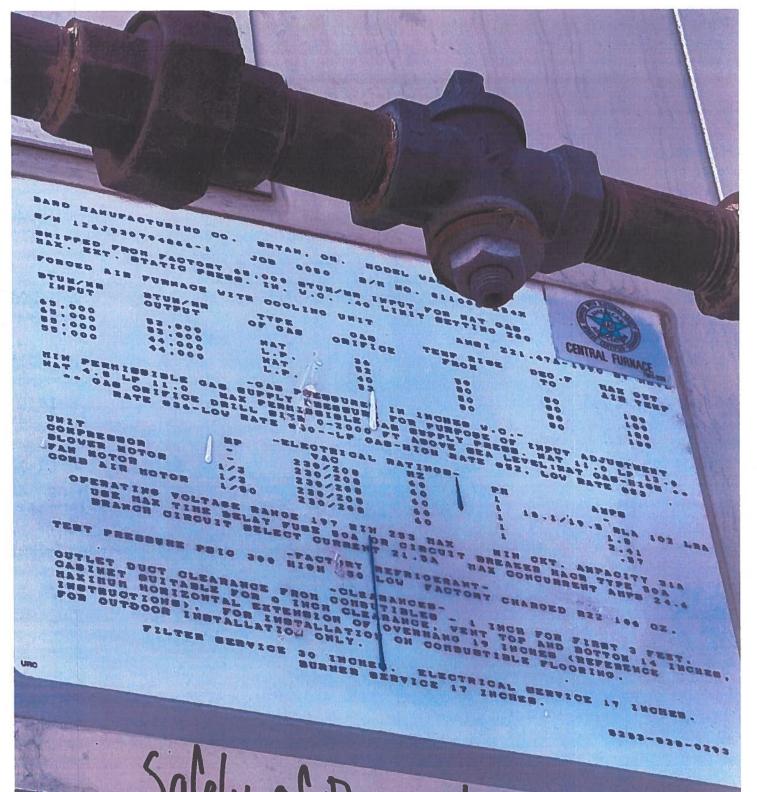
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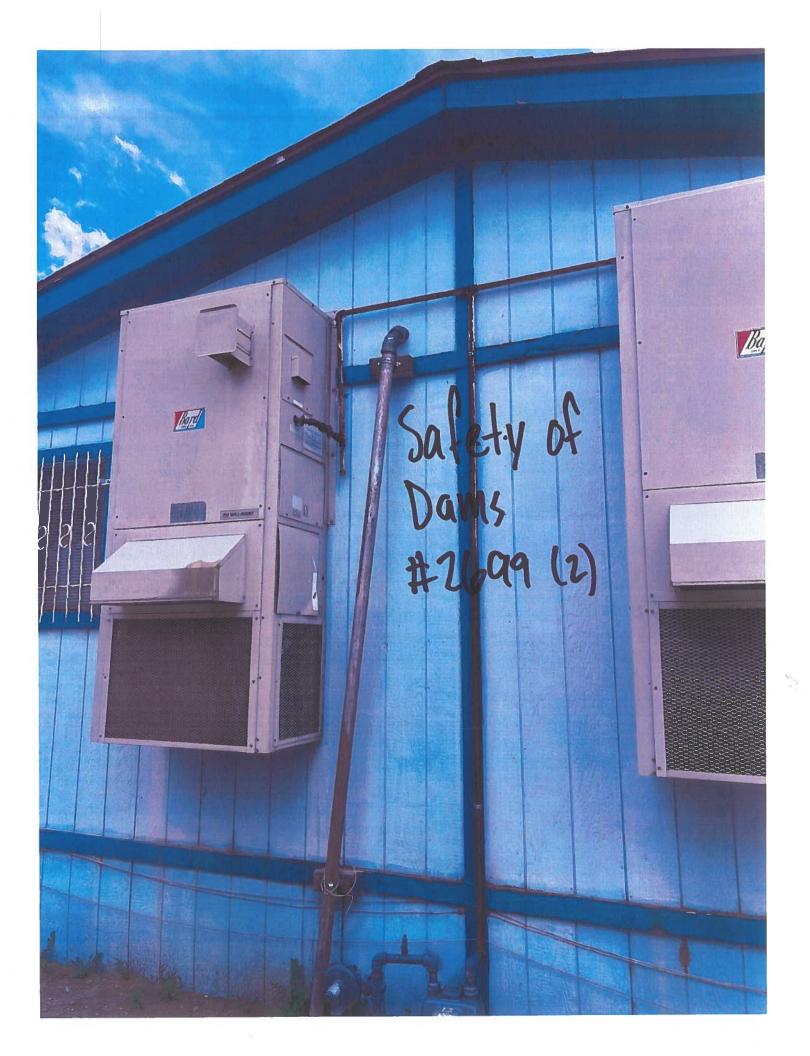
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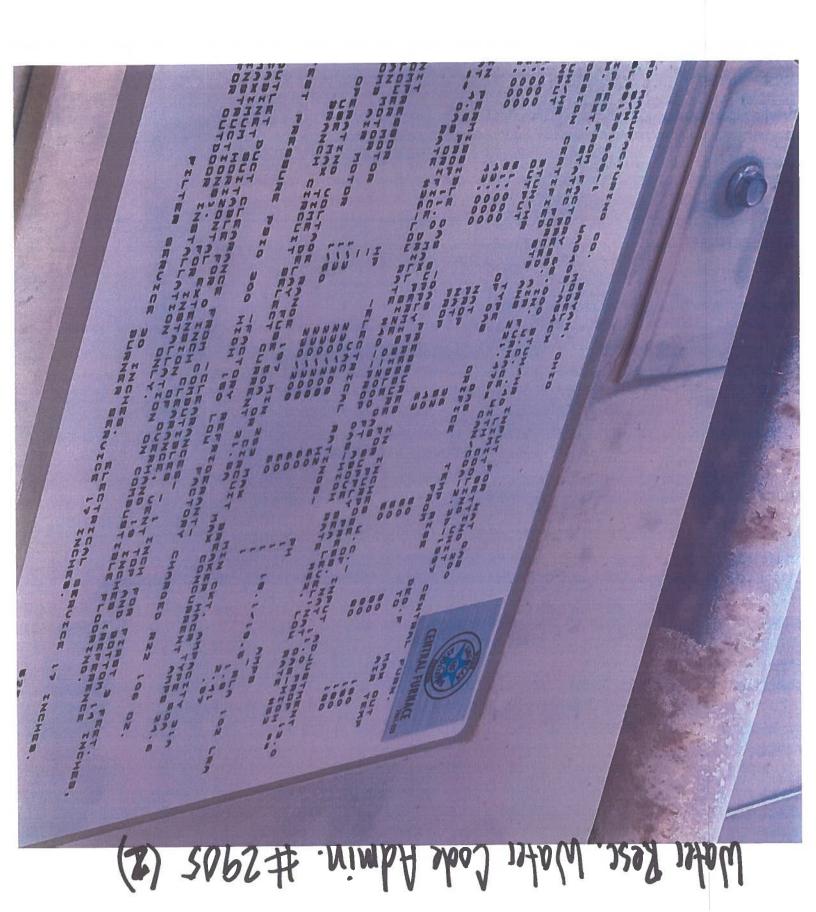
Safety of Dams #2699 (2)





THIS EQUIPMENT COMPLIES WITH THE 2007 REQUIREMENTS OF ASHRAE 90.1





NAVAJO NATION CERTIFICATE OF NON-COLLUSION

Fc	For (service type) for the	(name) Project,			
lo	located in the(Chapter) O	f the Navajo Nation, state of,			
Co	County of				
	(signatory name), here	by says that:			
1.	1. He/she is the	f(Entity nent of Qualification, or Bid to the Navajo Nation for the			
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.	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				
6.	the proposed contract; 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, advantage against the Navajo Nation or against any other entity, bid above-named Project; 				
8.	8. All statements set forth herein, and in said Proposal, Statement of C true.	Qualification, or Bid submitted to the Navajo Nation, are			
S	Signature				
P	Printed Name				
Jo	Job Title				
	Name of Entity				
	· 				
A	Address of Entity				

Entity Employer Identification Number (EIN)

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