



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskáądi Nitsáhákees **RICHELLE MONTOYA** *VICE PRESIDENT*

DIVISION OF AGING AND LONG-TERM CARE SUPPORT
REQUEST FOR PROPOSALS
HVAC UNIT SYSTEM REPLACED SERVICES
BID #: 24-03-3275SB
PROPOSAL DUE DATE: May 15, 2024

Division of Aging and Long-Term Care Support (DALTCS) request proposal from firms interested in providing services for the HVAC System Replacement Service for Teesto Senior Center, Teesto, Arizona.

DALTCS is issuing this Request for Proposals (RFP) to select a firm using Best Value Procurement Guidelines for HVAC System Replacement. 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. DALTCS has prepared a Scope of Services that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual requirements.

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the request format and shall provide all pertinent information, including but not limited to, information relating to the contractor's capability, experience, financial resources, management structure and key personnel, and other information. DALTCS would like to consult experienced heating, ventilation, and air conditioning (HVAC) professionals to replace the aged HVAC System Units to address the ventilation system or improve the delivery of clean air and dilute prudential contaminants.

Proposer are recommended to visit each of facility listed within and perform a comprehensive assessment of the equipment and systems prior to submitting a response. DALTCS intends to award contracts to the proposer that is able to establish a contractual relationship with a qualified proposer that can best provide the DALTCS 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.

Four copies of the proposal shall be submitted in a sealed envelope labeled "HVAC SYSTEM REPLACEMENT SERVICES"- DO NOT OPEN," at Attn: Lesita T. Desiderio, Navajo Nation Fort Defiance Agency Division of Aging and Long-Term Care Support, Navajo Rt. 12 BIA 11D, Fort Defiance, AZ, or mailed to P.O. Box 1519, Fort Defiance, Arizona 86504. Bid documents and supplemental information regarding the project will be available online @ www.nnooc.org link: Purchasing. If any questions regarding this RFP call Lesita T. Desiderio @ 928-729-4029 or email: Lesita.desiderio@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 May 15, 2024 at 4:00 PM.**

Lesita J. Desiderio

Lesita Desiderio, Program Supervisor II
Division of Aging and Long-Term Care Support/NNDOH

Date: April 17, 2024

A. SUMMARYSCOPE OF WORK

Division of Aging and Long-Term Care Support (DALTCS) is soliciting proposals from qualified firms to provide services for the HVAC System Replacement. The work to be performed under is contract of furnishing all labor, insurance, materials and equipment specified in the Scope of Service section of the RFP.

DALTCS is seeking a qualified HVAC contractor to facilitate the replacement of the current HVAC system in operation located on the Navajo Reservation. The overall goal of the project is to install a new HVAC system Units that is responsive to year-round temperature fluctuations within the workplace with simultaneous cooling and heating operations that can be selected individually for each indoor unit to provide a comfortable room environment in each too by accommodating widely varying temperatures among them.

The successful Proposer shall complete the work by September 1, 2024 and the Contract shall commence from the date of contract execution. The contract may expire earlier upon successful completion and acceptance of the work. All Work and pricing under the resulting contract shall be based on Contractor's price proposal. Specifications and requirements are contained in the Scope of Work section.

Then Contractors shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein including any general information pertinent to proposal preparation. The specifications and scope of services described in the RFP shall become part of the agreement awarded to the successful Contractor. The Contractor is expected to complete all work, tasks and services described in the RFP, including those tasks described in its proposal to DALTCS, which will become part of the contract and scope of work.

TASKS AND DELIVERABLES SPECIFICATIONS

- A. The proposer is expected to provide all the necessary labor, tools, equipment, materials and necessary permits and warranties for the installation of a replacement HVAC system;
- B. The proposer shall create and provide all electrical and mechanical drawings required to obtain systems;
- C. The proposer shall provide documentation and training to local staff on normal operations of the systems;
- D. The proposer shall coordinate with the DALTCS Program Supervisor to minimize workplace disruption;
- E. Installed and operational HVAC;
- F. Manuals and documentation for all components of the system;
- G. Testing and commissioning of the HVAC system;
- H. Provide maintenance and support documents for all components of the system;
- I. Offer a maintenance plan;

DESIRED ESSENTIAL COMPONENTS AND FEATURES

- a) Simultaneous cooling and heating operation by a single refrigerant system. Cooling and heating operation can be selected individually for each indoor unit to provide a comfortable room environment in each room by accommodating widely varying temperatures among them;
- b) All Equipment pads and isolation required;
- c) All Refrigerant piping and pipe insulation, as required;
- d) All Electrical and Plumbing connections to new systems required. The contractor will furnish all labor and materials necessary to complete the electrical work relating to this project. This will include: installation of condensers or other recommendations to comply with applicable codes and requirements;
- e) All Communication control wiring required;
- f) All Condensate drain connections/condensate pumps required;
- g) All supports and hardware required;

Site Work: The contractor will furnish all equipment, materials and labor to complete the site work relating to this project and will demolish and dispose of all material relating to the deconstruction of the existing fixtures required to complete improvements. Materials well be used, recycled or disposed of as applicable.

Installation: The contractor will furnish all labor and materials necessary to complete the installation of HVAC units.

Proprietary Product & Equipment: All unit installation and equipment shall not be proprietary as 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 maintenance or repair of each system.

Training: Through training shall be furnished to the DALTCS Site Personnel by the contractor on all installed equipment and material upon completion of each HVAC system installation with follow up training as requested by DALTCS.

Clean Up: The contractor will be responsible for all construction related clean up and debris disposal. Contractor will also isolate work areas to minimize impact to non-work-related spaces; however, some dust and debris should be expected.

Miscellaneous: Contractor will supply all nails, screws, adhesive, caulking, roofing curb, gas regulators, cement, vents, deflectors, fabrication of the new ducts, tape and cement to seal all joints and penetration, roof caps, electrical wires, thermostats, cords and categorical part required to complete this project. All leaks that occur after initial installation will be responsibility of the installer for a period of five years. All building penetrations must be sealed tight to avoid leaks and air infiltrations.

The services of the contractor are to be of a scope and quality performed in a reasonable, diligent and careful manner. The installation of the new HVAC System shall be provided in accordance with the highest standards of professionalism, skills, 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 building 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 with heating or air-conditioning is not required.
- Improve central air filtration: Increase air filtration to as high as possible without significantly reducing design airflow. Increase filtration efficiency is especially helpful with enhanced outdoor air delivery options are limited.
- Makes 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 all full capacity with 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 setting. 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 inactive SARS-CoV-2 when options for increasing room ventilation and filtration are limited. Upper-room UVGI system 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

| Locations: | OLD HVC Unit System Description: | Model #: | Serial #: |
|----------------------|---|---------------------------|--------------------|
| Teesto Senior Center | <u>Carrier Corporation volts/AC:208/230</u> | <u>48TCEA07A2A5A0B2F0</u> | <u>3911G40063</u> |
| Teesto Senior Center | <u>Carrier Corporation volts/AC:208/230</u> | <u>48TCEA06A2A5A0B2F0</u> | <u>3911CES5035</u> |
| Teesto Senior Center | <u>Carrier Corporation volts/AC 208/230</u> | <u>48TCED08A2A5A0B2F0</u> | <u>411G10180</u> |

C) PROGRAM MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Program Supervisor II listed below. OFFERORS MAY CONTACT only the Program Supervisor II 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.

Lesita Desiderio, Program Supervisor II
Division of Aging and Long-Term Care Support/NNDOH
P.O. Box 1519
Fort Defiance, Arizona 86504
Telephone: (928) 729-4458
Fax: (928) 729-4461
Email: lesita.desiderio@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 RFP | April 17, 2024 |
| 2. Proposal Due-Date (DST) | May 15, 2024 at 11:00 AM |
| 3. Bid Opening will be conducted at (DST) | April 17, 2024 at 11:00 AM |
| 4. Location of Bid at Administration Building 2, Window Rock, Arizona | |
| 5. Proposal Evaluation and selection: | May 15, 2024 at 01:00 PM |
| 6. Expected Award Date | Pending Financing |

E) EXPLANATION OF EVENTS

1. Issue RFP – This RFP is issued by DALTCS on behalf of the Navajo Nation Purchasing Services in accordance with Navajo Nation Procurement Rules & Regulations and Navajo Nation Laws. NN Purchasing Service and DALTCS 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 Supervisor II concerning any question about the scope of the project or the RFP schedule.
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. Submissions of Proposal – PROPOSAL RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE. All offeror proposals must be received for review and evaluation, no later than 4:00 P.M. DST on April 15, 2024. 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 Lesita T. Desiderio, Program Supervisor II, Division of Aging and Long-Term Care Support, Department, Navajo Rt. 12 BIA 11D, Fort Defiance, AZ, 86504. Or mailed to P. O. Box 1519, Fort Defiance, AZ 86504. Proposals must be sealed and labeled on the outside of the package to clearly indicated its response to Request for Proposals, "HVAC SYSTEM REPLACEMENT SERVICES".
The Proposal Cost for the "HVAC SYSTEM REPLACEMENT 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 DALTCS. 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 DALTCS reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

The Selections Committee will review each offeror's statement of qualifications proposal. Each member, as outlined in this RFP, will allocated points. Each member's points totals will be translated into a numeric ranking off all proposals. However, the Selections Committee may award the selection based on the results of the overall 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: Deliver: ability to meet specifications, terms, and conditions; References and Prior working experience with governmental organizations, etc.

6. Notice of Finalist – Each responsive offeror will be notified in writing as to the results of the short-listing. In general, the Selections Committee attempts to mail notice one week prior to the interview date. A public log will be kept of the names and overall ranking 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 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 translate 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 Supervisor II will notify finalists in writing of the final award.
9. Contract Negotiation – DALTCS 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, DALTCS shall prepare a professional services contract for approval by the Navajo Nation. If the agreement cannot be reached within reasonable times DALTCS shall terminated negotiations with the highest ranked firm, and begin negotiations with 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, DALTCS 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. 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.
2. Subcontractors – the contractor must perform all work that may result from this procurement and payments will only be made to the contractor. Use of consultations identified in the proposal is permitted, but shall not exceed more than forty-nine (49%) of the work to be performed under this Agreement.
3. Amended Proposals – An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be the complete replacement for previously submitted proposal and must be clearly identified as such in the transmittal letter. DALTCS personnel will not collate or assemble proposal materials.
4. 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 cost or

expense, to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by the RFP.

5. 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 duty authorized representative addressed to the Program Supervisor. The approval or denial of withdrawal requests received after the deadline for receipt of proposals is at the discretion of the Program Supervisor II.
6. Disclosure of Proposal Contents – The content of proposals will be kept confidential until DALTCS 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.
7. 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.
8. 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 Supervisor determines such action to be in the best in the interest of the Navajo Nation.
9. 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 contractors 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 compensate to the level of effort performed, as authorized by the Owner prior to that determination.

10. 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 the proposal constitutes acceptance of all conditions contained herein including evaluations factors.
11. Offeror Qualifications – The selections 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 any offeror who is not responsible offeror and fails to submit a responsive offer.
12. 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.
13. 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.
14. Ownership of Documents – The drawings, specifications and other project documents are the property of the Owner. The contract has certain requirements as to the right and responsibilities of the Owner and Architect/Engineer. Records Drawings, and documents, are to be delivered to the Owner.
15. 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 all 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 Compensations, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. The policies will be written with DALTCS 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 notifications to DALTCS, Program Supervisor, 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:

| <u>Workers Compensation</u> | <u>Statutory</u> |
|--|---|
| EMPLOYERS LIABILITY | \$1,000,000.00 |
| <u>Commercial General Liability</u> | |
| 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 Aggregated |
| Pollution Legal Liability | \$1,000,000.00 Each Occurrence |
| <u>Business Automobile Liability</u> | |
| 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: | |
| <u>Independent Contractors:</u> | Included |
| <u>Contractual Liability:</u> | Included |
| <u>Professional Liability:</u> | \$1,000,000.00 Each Occurrence |
| <u>(NOTE: ADD IF APPLICABLE)</u> | \$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 effort.

c. Increased Limits

If, during the life of this Contract or solicitation, the Legislature of the Navajo Nation increase 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.

16. 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.

17. 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 Stat of Arizona or New Mexico and Federal Laws.

G. RESPONSE FORMAT AND ORGANIZATION

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

1. NUMBER OF RESPONSES

Offerors' 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 the proposal, to 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 the back side)
- Submittal Letter (one-page maximum)
- Table of Contents (one-page maximum)
- Divider pages (bank except for title information)
- Certification(s) of insurance
- Back cover (blank on the back 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 Summary
- e. Additional Materials
- f. **Detail Proposal I Cost (Separate Seal 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 Supervisor to clarify any questions concerning format prior to submission.

H. PROPOSAL 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 organization 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 contracted 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;
- f. Acknowledge receipt of any and all amendments to this RFP;
- g. Contain a statement indicating s 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 of Employment;

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

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 30 pts.
2. Qualifications/Certifications/Experiences & Special training of the Firm 25 pts.
3. Proposal Requirements, Adherence to Specifications & References 20pts.
4. Proposals Information, Customers Services & Availability of Proposer 25 pts.
5. Firm Proposal Cost

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**

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 <i>Specific Instructions</i> 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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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 <input type="checkbox"/> | | |
| | 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.

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.

| | |
|---------------------------------------|------|
| Social security number | |
| | - - |
| or | |
| Employer identification number | |
| | - |

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 |
|------------------|--------------------------|------|

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