

**NAVAJO NATION DEPARTMENT OF DINE EDUCATION
REQUEST FOR PROPOSALS (RFP)
RFP Bid no 26-04-4105SB
HVAC REPLACEMENT ON DODE BUILDING
DUE: FRIDAY – MAY 1, 2026 at 5:00 P.M.**

The Navajo Nation Department of Dine Education (here after referred to as DODE) invites interested qualified contractors to bid on HVAC replacement within the DODE building. This contract shall begin May 15, 2026 and end December 31, 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 DODE occupants.

**REQUEST FOR PROPOSALS
DUE: May 1, 2026 4:00 P.M.**

The DODE is accepting proposals from qualified heating and cooling companies to provide the installation of HVAC unit in our main building in Window Rock, AZ. The award of the contract shall be determined by the DODE and the Navajo Nation Procurement and Business Development Departments in accordance with the Navajo Nation Preference Laws.

Responses to this RFP shall be submitted to the Department of Dine Education at the date and time noted above. All proposals must be clearly marked **RFP Bid no 26-04-4105SB - DODE HVAC 2026**. No oral, telephonic, emailed, addresses not specifically stated above or faxed corrections, deletions, or additions to any response shall be accepted. The DODE 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 DODE for this project. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect. DODE reserves the right to negotiate the overall contract price based on the availability of funds. DODE may award all or portion of the listed locations.

2. AGREEMENT

The DODE, 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 DODE 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 DODE 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 DODE for continuance of this agreement.
- The DODE, 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 Department of Dine Education
Post Office Box 670
Fort Defiance, Arizona 86504
Attn.: Shayla Yellowhair
Fax: 928-871-7475
Email: shaylayellowhair@nndode.org

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

7. PROPOSAL SUBMISSION – AMENDED

Three (3) complete sets of the proposals along with a sample of your work are to be submitted to the DODE no later than May 1, 2026 at 5:00 P.M. clearly labeled as follows: **RFP Bid no 26-04-4105SB - DODE HVAC 2026** and shall be addressed and mailed or hand delivered to:

PHYSICAL ADDRESS:	MAILING ADDRESS:
DEPARTMENT OF DINE EDUCATION 2656 MORGAN BLVD WINDOW ROCK, ARIZONA 86515 ATTN: Shayla Yellowhair	Navajo Nation Department of Dine Education Post Office Box 670 Fort Defiance, Arizona 86504 Attn.: Shayla Yellowhair

8. ATTACHMENTS

9. SCOPE OF SERVICES

Scope of Work: The Navajo Nation is requesting proposals from qualified contractors to install HVAC unit on Navajo Nation DODE Building. The contractor will provide labor and materials install HVAC at DODE 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.

Demolition: The contractor will demolish and dispose of all materials relating to the deconstruction of the existing fixtures required to complete improvements. Materials well 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.

Proprietary Product & Equipment: All equipment replaced shall not be proprietary as all information relating to the equipment and installation upon completion shall become the property of the Navajo Nation to include any software or codes used for maintenance or repair of each system.

Training: Thorough training shall be furnished to the Navajo Nation Facilities Maintenance Department and DODE by the contractor on all installed equipment and materials upon completion of HVAC system installation with follow up training as requested by the department.

Electrical: The contractor will furnish all labor and materials necessary to complete the electrical work relating to this project. This will include: 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/Balancing: The contractor will furnish all labor and provide applicable local Utility Company requirements and certification. Further, the contractor is responsible for ensuring that the new installation have balanced air flow to each room.

Warranty: Contractor is responsible for providing the manufacture warranty of not less five-year period and one year for parts and labor after completion and acceptance of work. The contractor will file and execute the manufacturer's warranty certificate upon completion all contact work.

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

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 new ducts, tape and cement to seal all joints and penetration, roof caps, electrical wires, thermostats, thermostat cords and categorical part required to complete this project. All leaks that occur after initial installation will be the responsibility of the installer for a period of five years. All building penetrations must be sealed tight to avoid leaks and air infiltrations.

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 Bid no 26-04-4105SB – DODE HVAC 2026.
- 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%

Total Cost

Section VI: Additional Information

Include in this section any additional information you wish to provide to the DODE 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
6. 4. INSURANCE REQUIREMENTS).
7. Federal IRS W-9 Form (signed)
8. SDS Information for all Chemical Intending to Use
9. Copy of Organization Safety Plan.
10. Navajo Nation Tax Breakdowns
(*See Section V. Budget & Cost Breakdown Information*)
11. Payment and Performance Bond if applicable

11. INTERVIEW AND SELECTION PROCESS

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

Should the DODE 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 DODE. 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 DODE 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 DODE further reserves the right to make a selection 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.

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

NAVAJO NATION CERTIFICATE OF NON-COLLUSION

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

(signatory name), hereby says that:

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

Signature

Printed Name

Job Title

Name of Entity

Address of Entity

Entity Employer Identification Number (EIN)