

NAVAJO OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
NAVAJO DIVISION OF HUMAN RESOURCES
THE NAVAJO NATION-WINDOW ROCK, ARIZONA
REQUEST FOR PROPOSALS
18-02-1769VJ
RE-BID RFP NO. 01-22-2018 NOSHA

PURPOSE

Pursuant to the Navajo Nation Business Opportunity Act, Title 5, *N.N.C. § 201, et seq.*, and the Navajo Nation Procurement Code, Title 12, *N.N.C., § 301-371, et seq.*, (as amended), the Navajo Nation Occupational Safety and Health Administration (hereafter referred to as "NOSHA") of the Navajo Nation government is seeking a qualified Consultant/Team that will assist NOSHA to develop the Navajo Nation occupational safety and health standards and regulations, to enforce the Navajo Occupational Safety and Health Act of 2000 (*Codified 15 N.N.C. §. 1400, et. seq.*)

SCHEDULE OF EVENTS

The following is the required schedule of events for this proposal. The schedule may change depending on the results of the bid responses and a final schedule will be established prior to the awarding the contract to the successful bidder.

<u>EVENT</u>	<u>DATE</u>
Bid Advertisement	February 5-16, 2018
Closing Date for Proposals	March 2, 2018 @ 5:00 p.m. (MST)
Bid Opening	March 5, 2018
Award Notice	March 6, 2018

- Request For Proposal advertisement dates: February 5-16, 2018
- Closing Date for RFP: All proposals shall be received by Friday, March 2, 2018 at 5:00 p.m. MST.
- Bid Opening: Bid committee will include representatives from Office of the Controller and Navajo Business Regulatory office will be in attendance for the bid opening.
- Award Notice: Bid committee will provide a written correspondence to the selected bidder.

This Request for Proposal (RFP) is an invitation by NOSHA for qualifying consultants to submit a bid offer, which may be subject to subsequent discussion. Submittal of a bid proposal does not create any right or expectations to an awarding a binding contract with the Navajo Nation.

PROPOSAL AND COST

All bid proposals must be submitted in sealed packages clearly marked as follow: for the Bid Proposal “**DO NOT OPEN – NOSHA REGULATIONS (PROPOSAL)**” and delivered by United States Postal Service (USPS) on or before Friday, March 2, 2018 at 5:00 p.m. MST, label package with **18-02-1769VJ** as follows:

By USPS mail to:

**Navajo Nation, Office of the Controller,
Re-Bid Proposal #: 18-02-1769VJ
ATTN: Victor Joe, Buyer
Purchasing Services Department
Window Rock Boulevard
Administration Building 1 (one)
Window Rock, Arizona 86515
Phone: (928) 871-6317
Fax: (928) 871-7778**

All other general information can be submitted to:

**LaVonne Tsosie, Division Director
Navajo Division of Human Resources
Window Rock Building #2689
Window Rock, Arizona 86515**

All bid proposals shall be labeled as **18-02-1769VJ**. NDHR and NOSHA staff will not accept hand-delivered courier, facsimile, or electronic copies of the bid proposals.

STATEMENT OF QUALIFICATIONS AND APPROACH

To be considered, the consultant/team must be an enrolled member of the Navajo Nation and be fluent in both the Navajo and English Languages. Consultant/Team must have knowledge on the concepts of the Dine Fundamental Law. Consultant/Team must have a minimal of a Bachelor Degree from a post-secondary institution, and experience in the area of occupational safety, health, and construction aspects that provides the capabilities to perform the described Scope of Work. All Consultant/Team must provide copies of a current resume (within the past six (6) months) and a copy of their education/professional credentials.

NAVAJO NATION BACKGROUND

The Navajo Nation is a tribal government with a land base of approximately 27,000 square miles expanding into the states of Arizona, New Mexico and Utah. The Navajo Nation is governed within a three-branch government system (Executive, Legislative and Judicial) and the 24 members Navajo Nation Council serves as its legislative body.

The Executive Branch consists of 16 divisions and executive offices averaging 4,852 employees.

The Legislative Branch consists of 110 Navajo Nation Chapters, 5 commission offices with the 24 members centralized in Window Rock averaging 663 employees.

The Judicial Branch consists of Administrative offices, 11 District Courts, and 12 Probation Offices averaging 225 employees.

The Navajo Nation has approximately 2,085 Real Properties throughout the Navajo Nation including its satellite agencies.

SCOPE OF WORK

The successful consultant/team shall perform the following work to satisfy the scope of work:

1. Meet with Navajo Division of Human Resources (NDHR) administration and NOSHA at the initiation of each phase of the scope of work and to make oral and written presentations to NDHR and NOSHA team at the conclusion of each phase.
2. NDHR and NOSHA expect ongoing and open communications between designated Navajo Nation representative and the consultant/team over the course of each phase.
3. Develop a project schedule to conduct and attend all participatory work sessions and/or meeting(s) with the NOSHA administration staff and NOSHA Safety Advisory Committee as needed.
4. To research, develop and deliver a final product of Proposed Navajo OSHA regulations that is in compliance with current federal occupational safety and health laws, Navajo Nation Code specifically the Dine Fundamental Law (Title 1, N.N.C. § 201-206 et seq.,) and applicable federal codes to determine the appropriate enforcement authority for NOSHA.
5. Review the NOSH Act of 2000 to develop internal, including enforcement regulations pursuant to such Act.

6. Consult with NIOSH Safety Advisory Committee on occupational, safety and health initiatives, policies and procedures, including the development of the proposed Navajo-OSHA regulations.
7. Recommend appropriate policies, procedures, standards, and/or regulations with respect of Risk Management Program, Office of Environment Health, Safety & Loss Program and Office of Navajo Labor Relations.
8. Review Dine Fundamental Law or any related materials, which will be incorporated in the proposed Navajo OSHA regulations.
9. Present the proposed Navajo OSHA regulations to the NIOSH Safety Advisory Committee and the Navajo Division of Human Resources as a working document within 45 working days of the expiration of the consultant agreement.

SPECIFICATION FOR PROPOSALS

All proposals submitted in response to this RFP must contain the following information in the stated order:

1. Name, address, telephone number of firm.
2. Description of the firm (corporation, partnership, etc.) and year established.
3. State of incorporation, if any, and type of ownership.
4. Name(s) of all partner(s), principal(s) and/or owner(s) of the firm.
5. Name and biography of all proposed consultant(s)/team.
6. Name, title and business address of person responsible for submitting the proposal.
7. Copy of the most recent annual report.
8. Listing of subcontractors. If any, the scope of work they will perform.
9. Description of the scope involvement of Navajo Nation.
10. Narrative proposal on what approach and techniques the consultant will use in identifying questionnaires and instruments used or proposed for use in this project.
11. An estimate of time to complete the project and a proposal timeline of work tasks, with the date final completion of the project.
12. A breakdown of the firm's rates, fees, charges for services, by phase and for total project and a proposed payment schedule. Must be submitted as a separate Cost Proposal as explained below.
13. At least three (3) references, including individual contact name, name of company and telephone number of the contact regarding job evaluation/compensation system in a large organization. Preference is to include tribal entities, municipalities and/or counties.

COST PROPOSAL

The Cost Proposal must be in a SEALED PACKAGE separate from the Technical Proposal marked

“COST PROPOSAL-DO NOT OPEN”. Only one (1) original Cost Proposal is required. The Cost Proposal must consist of a complete and detailed list of professional fees/rates, and reimbursable expenses applicable to professional services. The current Navajo Nation Sales Tax Rate will be applicable to all invoices for services rendered.

The Cost Proposal shall contain the following:

1. Professional Fees (hourly rates)
2. Reimbursable travel expenses (meals, lodging, mileage, or car rental, etc.)
3. Total Cost

TIMETABLE of SUBMISSION

For consideration to be given to any proposal submitted pursuant to this RFP, 5 copies of the submittal materials must be received by 5:00 pm MST on Friday, March 2, 2018 at the address listed on second page of this RFP.

Late proposals including personal resumes will not be considered, shall not be accepted and shall automatically be disqualified from further consideration.

The consultant/team may amend its proposal before the Proposed Deadline, so long as the amended proposal is complete replacement for a previously submitted proposal. The consultant/team may withdraw its proposal at any time prior to the deadline for receipt of proposals by submitting a written withdrawal letter.

TERMS AND CONDITIONS

General Terms and Conditions governing this RFP shall be:

Procurement: Procurement shall be conducted in accordance with all applicable Navajo Nation laws, including the Navajo Nation Procurement Act, 12 N.N.C. § 201 et. seq., and the Navajo Business and Procurement Act. 12 N.N.C. § 1501 et. seq.

Costs and Fee Arrangement: The consultant/team must provide a proposal with maximum cost for this project based on the project as described herein. Costs incurred shall be assumed solely by the Consultant/Team in preparing, transmitting, or presenting proposals or materials in response to this RFP. Neither NOSHA nor the Navajo Nation shall be liable for any associated costs incurred by the Contractors in preparing responses to this RFP or negotiations associated with the award of a contract. All proposals submitted in response to this RFP shall become the property of the Navajo Nation and shall not be returned.

Taxes: All work performed and services provided within the territorial jurisdiction of the Navajo Nation is subject to the five-percent (5%) Navajo Sales Tax (24 N.N.C. § 601 et seq.).

Termination: NOSHA 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 if NOSHA determine it is in the best interest of the Navajo Nation.

Sufficient Appropriation: Any liability of the Navajo Nation or NOSHA based on this RFP or a contract arising there from is expressly contingent upon the availability of funds to be appropriated by the Navajo Nation Council. NOSHA's decision to terminate the contract or reduce scope of work due to insufficient appropriations shall be accepted as final by the Consultant/Team. NOSHA providing a written notice to the consultant/team shall be acceptable legally effective for termination of the contract or reduction in scope of work.

Patent and Indemnification: All proposals submitted in response to the RFP will become the property of the Navajo Nation and a matter of public record. The consultant/team must identify, in writing, all copyrighted material, trade secrets, patent, or non-patented invention, process, article manufactured or other proprietary information use in the performance a contract associated with this RFP that it claims is exempt from disclosure. The consultant/team, without exception, shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against any and all claims, liens, or demands that result in losses, liabilities, defense costs and expenses (including but not limited attorney's fees and costs of litigation) arising out of the terms, conditions, and performance under the contract. The execution of a contract with the consultant/team shall obligate the Contractor to comply with the foregoing indemnity provision. The consultant/team agrees to not use the results from this RFP as a part of any commercial advertising without prior written approval of NOSHA.

Disclosure of Proposal Contents: The proposals shall be kept confidential until a contract is awarded.

Addenda to RFP: If it becomes necessary to revise any part of this RFP, addenda will be supplied to all firms receiving RFP.

Termination Clause: The Navajo Nation shall have the right to terminate the Contract at any time, upon 30 days written notice to the consultant/team, whenever the Navajo Nation determines that the performance of the vendor is unsatisfactory or for cause of the convenience of the Navajo Nation.

In the event of contract termination, NOSHA has right to enter contract negotiations with other qualified consultant/team that submitted acceptable proposals, rather than redoing the bid proposal process for this project.

Disputes: Should any disputes arise with respect to this Contract, the consultant/team and the Navajo Nation agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. Consultant agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work. The vendor shall assume any additional costs

incurred by the consultant of the Navajo Nation as a result of such failure to process; and the respondent shall not make a claim against the Navajo Nation for such costs.

LETTER OF TRANSMITTAL

The letter of transmittal shall be physically signed by an officer of the consultant/team and including the following:

1. Name, mailing address, telephone and fax numbers and email addresses.
2. Name, title, telephone number and email address of the individual authorized to commit the respondent.
3. Name(s), title(s), telephone and facsimile number(s), and email address(s) of the individual(s) to be official contact person(s) regarding all matters concerning the proposal.
4. A statement ensuring validity of the proposal for at least 90 days.

CONTRACTUAL TERMS AND CONDITIONS

Format: The Navajo Nation will provide the standard Navajo Nation Professional Services Contract form which will establish the basis for a contract between Navajo Nation and successful Consultant/Team based on the proposals received in response to this RFP unless authorized representative of the Contractor mutually agree in writing to modification or waiver of any part of the contract.

Invoicing: The contractor providing services shall submit detailed invoices to NOSHA showing a clear and breakdown of all costs, which shall be reasonably similar in form to the price quotation materials, submitted by the Contractor with the RFP. All invoices will be subject to approval from NOSHA and the Navajo Nation.

Cancellation: Failure to accept these obligations may result in cancellation of the award. If the Contractor desires to object to terms and conditions contained in this section of the RFP or in the standard contract, the Contractor shall be propose alternative language in the proposal. In the event any provisions of this contract is violated by the Contractor stating the deficiencies which shall be remedied within five (5) working days. If the Contractor fails to correct deficiencies reported by NOSHA, NOSHA reserves the right to terminate any contract resulting from this RFP. The performance of work under a contract resulting from this RFP may be terminated by NOSHA in whole, or in part, whenever NOSHA determines that such termination is in the best interest of NOSHA or the Navajo Nation. The contractor shall be entitled to compensation only for the work, services, or products provided or performed prior to the specified date of termination.

EVALUATION

Bid Selection Committee: A bid selection committee will evaluate the proposals received in

accordance with the scoring methodology described below. The sole objective of the Bid Selection Committee will be to select the Contractor that is most responsive to the needs of NOSHA and the Navajo Nation. The Bid Selection Committee reserves the right, in its sole discretion, to waive minor irregularities. The Bid Selection Committee may request additional information from the Contractor including oral presentations. Failure of the Contractor to produce or provide the additional requested information in the RFP may result in disqualification of the proposal.

Evaluation Process: The following process shall be observed in evaluating each Contractor's proposal:

1. All proposals shall address the information described above. Failure to address the information may result in disqualification;
2. The Bid Selection Committee will review proposals to determine if all mandatory information is included in the proposal, and if so, score the proposals in accordance with the scoring methodology;
3. Composite scores will be developed based on the individual score awarded by each Bid Selection Committee member;
4. The consultant/team will be ranked by composite score; and
5. The preferred consultant/team will be selected.

Evaluation Criteria:

The qualified consultant/team will be the one receiving the highest evaluations at the lowest cost all other proposers will be notified on or about March 6, 2018, on the outcome of their proposal. The NOSHA shall provide preference to Navajo owned consultant/team in accordance with the Navajo Nation Business Opportunity Act.

Proposals shall be evaluated and given weight according to criteria with a total of 100 points possible.

- I. **COST/PRICE** **40 points**
The committee will select the winning proposal(s) on the best value basis and not on a basis where only costs e.g., the lowest cost, will be selected.
- II. **NAVAJO PREFERENCE** **10 points**
Provide proof of the Navajo Preference certification from the Navajo Nation Division of Economic Development. Points shall be awarded as following:
 1. Priority 1: 10 points
 2. Priority 2: 5 points
- III. **CONSULTANT(S) PAST EXPERIENCE AND QUALIFICATIONS** **40 points**
Proposals must include a list of designated consultant(s) who will fulfill the scope of work, and services to be provided:

1. Consultant(s)/Team education, professional certifications, and qualifications demonstrating mastery of federal, state, and industry safety regulations.
2. Consultant(s)/Team professional experience related to tribal agencies, enterprises, and/or governments;
3. Consultant(s)/Team professional experience related to research, developing and implementation of safety standards and regulations.

IV. CONSULTANT/TEAM'S FINANCIAL CAPABILITY

5 points

Provide evidence of the financial capability to perform the required scope of work within the required timeframes.

1. Provide latest financial statement (official accounting statement), audited if available, including Proposer's latest balance sheet and income statements defining the following:
 - a. Current assets, Net Fixed Assets; Other Assets; Current Liabilities

V. Proof of Insurance

5 points

Provide evidence of insurance coverage.

1. \$1,000,000 Professional Liability Insurance.

NOTIFICATION OF AWARD

Notification of award will be issued in writing on or after the date of March 6, 2018.

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

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. Also see *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 ▶
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or distributions)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**NAVAJO NATION CERTIFICATION
Regarding Debarment and
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

- 1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
- 2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
- 3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
- 4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

Name & Signature of Applicant

Type or Print Name

Signature Date