

REQUEST FOR PROPOSAL FOR Commercial Heat, Ventilation and Air Conditioning (HVAC) Services

SECTION 1 – OVERVIEW

A. General Information

- a. Type of Service – The Navajo Division of Transportation (Navajo DOT) is requesting qualifications from qualified firms to provide Commercial Heat, Ventilation and Air Conditioning Service to Navajo DOT LEED Green Geothermal Facility(ies). The Commercial HVAC contract will include, but not limited to:
 - i. General and Administrative Requirements
 - ii. Building Automation System (BAS)
 - iii. Monthly Progress Reports
 - iv. Quality Control Program
 - v. Performance Review Meetings
 - vi. Energy Conservation, LEED servicing
 - vii. Service Calls
 - viii. Web-CTRL control for heating and cooling.
 - ix. Small Appliances – full size and small refrigerators stoves etc.

The Request for Proposals process will identify; evaluate and select qualified firm(s) based on professional qualifications and selection criteria to provide Commercial HVAC Service.

The work includes but is not limited to: Copies of certificates of training, licenses, and permits.

- b. Request for Proposals (RFP) Packet – The instructions on the proposal preparation, required documents, eligibility requirements and evaluation criteria are provided herein.

The RFP package may be obtained from the Navajo Division of Transportation, Navajo Transportation Complex, #16 Old Coal Mine Road, Mentmore, NM, starting December 12, 2018 during regular business hours. The Navajo Transportation Complex is located north of NM State Highway 264 and 1.5 miles east of the New Mexico/Arizona State Line. Contact Navajo DOT at 505.371.8300/8301 to request a package. You may also download the RFP from the Navajo DOT website at <http://www.navajodot.org>.

- c. Objective and Scope of Work (SOW) – The main Navajo DOT facility is Geothermal Energy Efficiency LEED Building and requires professional Commercial HVAC Service to adjust automated temperature controls that provided comfort and indoor air quality to Navajo DOT staff and guest. The additional two field Navajo DOT facilities are non-LEED certified buildings.

The selected firm(s) must be certified by North American Technical Excellence (NATE) or 608 Technician Certification with EPA Certification Type I, II, and III. Copies of the certification must be presented in the proposal; furthermore, contractor must submit evidence of quality, experience and personnel to perform services described herein.

It is the intent of the Navajo DOT to issue specific project assignments or task orders, in writing, detailing the required HVAC service. Within three (3) working days of receipt, the firm(s) shall provide the Navajo DOT a detail estimate for the assigned task order.

d. Schedule of RFP Activities

	<u>Activity:</u>	<u>Schedule:</u>
1.	Advertisement Period	December 12, 2018
2.	RFP Submittal Deadline	February 1, 2019
3.	Evaluation of RFP & Firm(s)	February 6, 2019
4.	Final Selection of Firm(s)	February 14, 2019

e. Inquiries – Navajo DOT will not accept or reply to any inquiries for this RFP.

f. On-Site Visit – Navajo will allow a pre-scheduled onsite visit for firms to view current systems. During this time, no questions shall be asked from the Firm to the Navajo DOT staff; this could lead to potentially forfeiting the firms bid. Firms may schedule an on-site visit with Vincent Yazzie via email request @ vyazzie@navajodot.org.

g. Proposal Submittal Deadline – Proposals must be physically submitted to the following address by DATE, February 1, 2019, by 3:00 PM (Mountain Standard Time):

Navajo Division of Transportation
ATTN: Ardanial Begay, Principle
Contract Analyst
Navajo Transportation Complex
#16 Old Coal Mine Road
Mentmore, NM 87319

LATE, FACSIMILED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. These will be un-rated and firms responding in such fashion shall be considered non-responsive.

h. Addendum to the RFP – In the event it becomes necessary to revise any part of the RFP, Navajo DOT shall issue a written addendum on the specifics of the change(s) and inform all concerned.

i. Rejection of Proposals – Navajo DOT reserves the right to reject any or all proposals and to waive informalities in the proposals received whenever such rejection or waiver is in the best interest of the Navajo Nation.

j. Proprietary Information – Any restriction on the use of data contained within any proposal must be clearly stated in the proposal. Each and every page that contains proprietary information must be stamped or imprinted “*PROPRIETARY*.”

k. Ownership of Proposals – All material submitted with the RFP accepted for rating shall become the property of Navajo DOT and not returned to the firm. Navajo DOT has the right to use any

or all information presented in the RFP subject to limitations outlined in paragraph i, above. Disqualification or non-selection of a firm(s) or proposal(s) does not eliminate this right.

- l. Cost Incurred – Navajo DOT is not liable for any cost incurred by the firm(s) prior to issuance of a signed contract award for services.
- m. Contractual Obligation – The contents of the proposal may become part of contractual obligations of the contract award. Failure of the firm to accept these obligations may result in cancellation of the award.
- n. Evaluation Criteria – Proposals accepted for rating shall be evaluated based on the criteria and 100-point system set forth in Section 5 – Rating System on Evaluation Criteria.
- o. Award of Contract – Navajo DOT will retain the services of the top-rated firm(s) on an as-needed basis. Upon selection, the firm will be notified, however no contract will be entered until Navajo DOT is in need for such service. When a need is established by Navajo DOT a SOW, along with a detailed estimate (fee, etc.), shall be prepared by the selected firm(s) according to the task order and approved billing rates. Upon Navajo DOT acceptance of the SOW and estimates (fee proposal, etc.) provided by the firm(s), a contract will be issued. The contract shall be effective from the executed date of the contract between the Navajo Nation and the firm(s).
- p. The HVAC Service will be valid for six-year period and shall be valid upon selection and notification of the selected firm(s). Response to this RFP, including the Contract Billing Rates, will be considered as a commitment from 90-days after the date of receipt of the proposal.
- q. Standard Contract – The Navajo Nation reserves the right to incorporate contract provisions which are based on applicable requirements, such as Navajo Nation Laws; Federal; State; and local requirements; etc., into the contract documents, including provision of the Navajo Business and Procurement Act, at 12 N.N.C. § 1501 et seq., and the Navajo Business Opportunity Act, at 5 N.N.C. § 201 et seq.
- r. Taxes – All work performed and services provided within the territorial jurisdiction of the Navajo Nation is subject to the five-percent (6%) Navajo Sales Tax (24 N.N.C. § 601 et seq.).
- s. Insurance – The Navajo Nation require the successful firm(s), at its sole expense, to procure and maintain adequate and sufficient insurance for all potential liability, such as commercial general liability; automobile liability; worker’s compensation; professional liability errors and omissions liability; etc.
- t. Disclaimer – The Navajo Nation’s acceptance or review of any proposal shall not guarantee the execution of any contract, and the proposed contract shall be reviewed by all appropriate departments through the 2 N.N.C. § 164 review process, including the Navajo Nation Department of Justice for administrative and legal sufficiency, prior to execution by the Navajo Nation. The Navajo Nation reserves the right to reject any proposed contract prior to execution,

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for improprieties in the procurement process or applicable Navajo Nation or federal laws or regulations, or for failure to submit all requested documents or information.

SECTION 2 – PROPOSAL REQUIREMENTS AND SELECTION

A. Proposal Submission

- a. Proposal(s) must be submitted in a sealed envelope clearly marked:
 - i. **“DO NOT OPEN RFP #18-02-1782LE – Navajo DOT Commercial HVAC Service”**
 - ii. The name of the firm submitting the proposal shall be written legibly and shown on the outside of the sealed envelope. Please include the firm’s address.
- b. Proposal Standards – The firm shall submit one (1) original and six (6) identical copies of their RFP proposal for the evaluation committee members. Appearance of the proposal is important and professionalism in the proposal presentation should not be neglected. The proposal standards are as follows:
 - i. The RFP proposal may not exceed 30 single-side pages (maximum 8 ½” x 11”) with a minimum of 10 pt. type.
 - ii. Pages that have photos, charts, graphs and/or various informative visual illustrations and/or exhibits will be counted toward the maximum number of pages.
 - iii. The following information is not included in the 30-page limit: Cover Letter on Company letterhead and maximum 1-page resumes of each key team member.
 - iv. RFP submittals should be plastic or metal spiral-bound only. **Please do not submit RFP proposals in loose-leaf 3-ring binder, these will be considered non-responsive and will be un-rated.**
 - v. Submissions exceeding the 30-page limit or any resumes exceeding the one-page limit will be considered non-responsive and will be un-rated.
- c. In a separate sealed envelope clearly marked as **“FEE PROPOSAL,”** the firm shall provide a proposed Contract Billing Rate schedule. The proposed Contract Billing Rates shall be an hourly rate fee schedule by position for work to be provided by each of the firms that comprise the “consultant team,” including reimbursable expenses and rates that apply. The sealed envelope will not be opened by Navajo DOT until after the RFP proposals have been reviewed and ranked.

B. Proposal Review Process

- a. Receipt of proposals will be verified on the due date specified. Navajo DOT will screen and evaluate proposals received in accordance to the following criteria. Proposals which fail this check will be considered non-responsive and will be un-rated.
 - i. Proposal is received by the required deadline date and time.
 - ii. Proposal meets the proposal submission requirements set forth above under Section 2, A.

C. Proposal Evaluation

- a. Proposals shall be evaluated and rated in accordance with the criteria outlined in Section 4 – Proposal Content and Evaluation Criteria.

- b. Navajo DOT will rate the proposals based on total points awarded and the top three qualified firms with the highest rating and ranking will be determined as most responsive. Navajo DOT reserves the right to either interview the top three qualified firms or directly select the best qualified firm.
- c. In a separate sealed envelope clearly marked as “**FEE PROPOSAL**,” the firm shall provide a proposed Contract Billing Rate schedule. The proposed Contract Billing Rates shall be an hourly rate fee schedule by position for work to be provided by each of the firms that comprise the “consultant team,” including reimbursable expenses and rates that apply. The sealed envelope will not be opened by Navajo DOT until after the RFP proposals have been reviewed and ranked; and it has been determined which firm’s
- d. Navajo DOT has selected for further evaluation and consideration.

D. Award of Contract

- a. Navajo DOT will retain the services of the top rated and ranked firm on an as-needed basis. Upon selection, the firm will be notified; however no contract will be entered until Navajo DOT is in need of services. Questions regarding the submitted Contract Billing Rates will be addressed during this time. Failure to address any questions adequately by the firm shall result in cancellation of the offer. However, this cancellation will not negatively affect the other qualified firms. Navajo DOT will offer the contact to the next highest rated and ranked firm on an as-needed basis.
- b. When a need (i.e., task order) is established by Navajo DOT, a SOW shall be prepared by Navajo DOT and presented to the firm for negotiation. Once the fees are considered reasonable, an authorization of service task orders with the firm can be executed.
- c. Navajo DOT will issue a Notice to Proceed to the firm upon execution of the task order. No work shall be performed by the firm until such notice is given by Navajo DOT. Navajo DOT is not liable for any cost incurred by the firm prior to issuance of a signed contract award for the Commercial HVAC Service

SECTION 3 – Scope of Work / Preventive Maintenance

A. Description of Work and Preventive Maintenance Program

- a. The selected firm shall provide Commercial HVAC Service in support of Navajo DOT throughout the Navajo Nation in Arizona and New Mexico. The Commercial HVAC Service for projects include, but not limited to:**(check, trouble shoot, service, and replace to top performance level)**
 - 1) Navajo Division of Transportation Main Facility (Tse Bonito, New Mexico)
 - 2) Dilkon Navajo DOT Sub-Office (Dilkon, Arizona)
 - 3) Pinion Navajo DOT Sub-Office (Pinion, Arizona)

- b. The Contractor is responsible for establishing an effective system for scheduling and performing schedule preventive maintenance (PM) on all Navajo DOT Commercial HVAC facility equipment and systems requiring a preventive maintenance procedure covered under the scope of this contract. (Section 3). If the Commercial HVAC service already has an established system and schedule, the Contractor is required to review this system and acknowledge that they agree and will follow this pre-existing schedule within seven (7) calendar days of contract start date to the Building Maintenance Supervisor. If the Contractor decides to propose a revised PM schedule, it shall be submitted to the Building Maintenance Supervisor within seven (7) calendar days of contract start for review and approval.

- c. The Commercial HVAC service for projects include, but not limited to: Diagnose, Check & Service, Monitor Repair, and Replace etc.
 - i. Air flow in heating
 - ii. Air flow in cooling
 - iii. Leaky duct work
 - iv. All metering device
 - v. Scaling in water heat exchanger
 - vi. Inlet water too hot or too cold
 - vii. Water flow in heating
 - viii. Water temperature out of range
 - ix. Too high air flow
 - x. Moisture on sensors
 - xi. Plugged air filters
 - xii. Under voltage
 - xiii. Over voltage
 - xiv. Cooling mode
 - xv. Heating mode
 - xvi. Low refrigerant
 - xvii. Non-condensable in system
 - xviii. Heat pump water circulating pump
 - xix. Variable frequency drive (VFD's) Geothermal water loop) reset or program
 - xx. Electric Units heaters
 - xxi. Indoor water source heat pump unit (59 units)
 - xxii. Energy Recovery Ventilator (EVR) 3 roof top units
 - xxiii. Exhaust fan (EF) 8 roof top mounted
 - xxiv. Lubricating bearings, adjusting PSI/ GPM
 - xxv. Adjusting linkage, and belts
 - xxvi. Check Nema / Vertical enclose, input signal contactor By-pass
 - xxvii. Clean condenser coil, electrical contact
 - xxviii. Adjusting: refrigerant charge
 - xxix. Calibrating safety control, temperature and pressure controls in support to the Web-CTRL application
 - xxx. Tasks related to, but not limited to the beforementioned

B. Anticipated Services Under this Contract

a. The project assignments or task orders may include, but not limited to:

i. **Staffing and Ability to Contact and Communicate with the Building**

Maintenance Supervisor - The Contactor must provide staff listing to ensure services are continued without disruption to Navajo DOT employees.

The Contactor must ensure employees maintain communications access with the Building Maintenance Supervisor to allow contact by the Navajo DOT at all times during normal working hours and communicate with Navajo DOT personnel.

The Contractor must immediately notify the Building Maintenance Supervisor or other designated Navajo DOT representative of any recognized safety hazard that might severely affect the building occupants.

ii. **Communication Equipment** - The Contractor must provide key operational personnel (managers, supervisors, and technicians) with portable electronic means to communicate for commercial HVAC service calls, emergencies, status of projects, etc.

iii. **Onsite Records** - The Contractor must ensure that all records required by the contract, or produced in performance of work under the contract, are maintained in an organized manner onsite in electronic format and are made available to the Navajo DOT when requested the Contractor must receive, maintain and gather data, as well as other materials including records and manuals, related to the support and operation of Navajo DOT facilities. The Navajo DOT retains ownership of all databases, information, and other materials received or developed by the Contract at all times.

iv. **Building Automation System (BAS)** - The Building Automation system (BAS) includes but not limited to all field panels, stand-alone control units, unitary controllers, associated sensors, wiring, software and firmware upgrades, etc. Some of this equipment is addressed under specific PM Guide numbers in the HVAC inventories, the Contractor shall have full operational access to the system. The Contractor will be required to obtain the necessary training to facilitate this access. This training can be obtained from an authorized manufacturer company location. The Contractor will be required to provide back-up disk/CD” s for this program and be required to back-up the system any time changes are made. One copy of the back-up will be given to the Building Maintenance Supervisor and Navajo DOT Information Technology section

The Contractor shall keep a log of changes made to temperature set-point and provide this information to the Building Maintenance Supervisor upon request.

The system is capable of providing a variety of printed reports for various purpose. The Contractor shall provide trending information and reports to the Building Maintenance Supervisor upon request.

Neither the Contractor nor any of his/her representatives shall make changes to the programs, the parameters of control defined within the program HVAC limits, and enabling/disabling without the consent of the Building Maintenance Supervisor.

The Building Maintenance Supervisor may request changes to the time of day schedules for entire buildings, or may request changes to meet the needs of a specific area in the case of overtime for HVAC. The Contractor shall be capable of making these types of changes or setting up new schedules. Any changes to time of day that are desired by the Contractor shall be approved by the Building Maintenance Supervisor before any changes are made.

The contractor shall provide Preventive Maintenance on the system either by a subcontractor with an authorized manufacture representative or by contract employee who is trained and certified by the manufacture as a SERVICE TECHNICIAN. Preventive Maintenance shall be performed in accordance with manufacture's recommendations.

- v. **Quality Control Program** - The Contractor shall establish and implement a complete Quality Control Program (QCP) to assure the requirements of the Contract are met. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. A Quality Control Plan must be developed and submitted for approval to the Building Maintenance Supervisor prior to issuance of the Notice to proceed, upon approval, the Contractor must implement the QCP.
- a) The QCP is a living document and maybe subject to change depending on the needs of the contract. Revisions to the Plan must be submitted to the Building Maintenance Supervisor for approval. The QCP shall include the following:
 - Date of inspection performed
 - Location of inspection
 - Description of findings
 - Description of action(s) taken (if necessary)
 - Signature and date of completion
 - b) A training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.
 - c) A plan to ensure continuity of service in the event of separation of employees or employee absent.
 - d) Methods detailing how the Contractor will monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur

- e) A system detailing how the Contractor will respond to service calls in a timely manner.
- vi. **Navajo DOT Quality Assurance Program** - The Navajo DOT will inspect the Contractor using a quality assurance program through random inspections, scheduled inspections, or any other method of inspection that the Navajo DOT determines reflects the actual successful performance of this contract.

Contractor performance will be evaluated on the bases of the performance success or deficiencies, success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

Navajo DOT may implement or change quality assurance measures at any time during the term of the contract.

All records and files that this contract requires, the Contractor must maintain, and be make readily accessible to Navajo DOT representatives, including third party contract inspectors, on request. All records and files utilized or generated during the course of the contract by the Contractor, including all standard operating procedures and building operating plans, shall become the property of the Navajo DOT.

The Contractor must instruct all onsite personnel to cooperate with the Navajo DOT or third-party contract inspector requests for records access and information. This includes answering honestly and comprehensively all questions related to performance of work. The Contractor must provide personnel to enable inspectors, including third party contract inspectors, to perform inspections on HVAC equipment. The Contractor must notify the Building Maintenance Supervisor at least two (2) weeks in advance when HVAC equipment is to be opened and available for inspection by Navajo DOT. The Contractor must open and operate the HVAC equipment for observation by all inspectors at no additional cost to the Navajo DOT provided the Navajo DOT requests the service at least 48 hours in advance. Most inspections will be performed during normal working hours. However, the Contractor must provide personnel to enable access for inspectors who need to conduct observation and testing after normal hours to avoid possible disruption to Navajo DOT employees.

- vii. **Monthly Progress Reports** - On a monthly basis, the Contractor will submit to the Building Maintenance Supervisor a monthly progress report describing the status of Commercial HVAC maintenance and operations as of the last day of performance month. This report will include:
 - 1. Status of work orders that are deferred or otherwise incomplete (itemized list)

2. Summary of work orders completed during the month attached to the monthly report copies of report from major maintenance activities
3. Explanation of any equipment, designed to be controlled by the BAS operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect of the end the performance month.
4. Operating schedule changes (manual or programmed)
5. Review of energy performance trends as of the end of the performance month and description of likely causes from the same month
6. Explanation of any deviations from system performance standards
7. Description of corrective actions, being taken resulting from HVAC finding.
8. Description of any HVAC operational or maintenance issues open longer than the required timeframe.
9. Description of any lost time accidents or other safety problems, including incidents involving hazardous materials the occurred during the performance month.

- viii. **Performance Review Meetings** - The Contractor will meet with the Building Maintenance Supervisor and other Navajo DOT representatives, at the discretion of the Building Maintenance Supervisor to review the contract performance.
- ix. **Energy Conservation** - The Contractor will operate HVAC equipment and system as efficiently as possible without compromising service to Navajo DOT employees. Failure to operate HVAC equipment prudently (e.g. unnecessarily setting demand peaks, simultaneously heating and cooling, operating HVAC when not needed, overriding set point unnecessarily, or failing to correct underlying conditions) may result in deductions of payments.

The Contractor will respond to service calls and initiate corrective actions and identify any repair requirements during normal working hours.

The Contractor will respond to emergency service calls and callback response work requests at all times. The Navajo DOT may transmit work orders to the Contractor for service call or emergency service call and callback response orally, by e-mail, by creation of a work order by a Navajo DOT employee or representative, or by generating an automated work order. The Contractor must respond promptly to conditions indicating deficiencies in environmental conditioning, lighting or condition of the facility HVAC equipment. The Contractor must respond immediately upon receipt of notice of any condition that may negatively impact the operation of the Navajo DOT facility.

- x. **Emergency Service call and Callback Response** - Emergency service calls and callback responses are service calls where the work consists of correcting failures that constitute an immediate danger to Navajo DOT personnel or property, including but not limited to broken water pipes, oil leaks, major air conditioning or heating problem, etc. or any work considered by the Building Maintenance Supervisor or designee to be of an emergency nature.

The Contractor will respond to emergency call and callback response work requests immediately (within the shortest possible time consistent with the technician or Building Maintenance Supervisor location) including normal working hours. The contractor will remain on the job until the emergency situation has been secured and adequate temporary repairs have been made, Permanent repair must be governed by the repair provisions in this document. The Contract will provide a written accounting of any emergency callback, to include cost incurred and plan for permanent correction of the problem, to the Building Maintenance Supervisor or designee the morning of the next working day. The Building Maintenance Supervisor shall be notified immediately if any repair is expected to exceed allowable cost

- x. **Urgent Service Call Response** – Urgent service calls are those service calls where they consist of correcting failures that interrupt or otherwise adversely impact either Navajo DOT operations or building conference room guest. Any malfunctions to HVAC equipment that affect the operations of sensitive building occupants, or any work consider by the Building Maintenance Supervisor to be of an urgent nature.
- xii. **Routine Service Call Response** – The Contractor must respond promptly to routine work request and complete the required work within 72 hours of notification.
- xiii. **Warranties** - The Contractor installers or manufactures, as appropriate, for work that is covered under a warranty and maintain records of warranty service. The Contractor must avoid actions that would invalidate a warranty, unless authorized by the Building Maintenance Supervisor if an installer or manufacture fails to comply with the terms of a warranty, the Contractor must immediate notify the Building Maintenance Supervisor.
- xiv. **Quality of Materials and Replacement Parts** – Replacement components and materials must be of similar or better quality than the components replaced, considering energy efficiency, operational characteristics, power quality, control and data acquisition, maintainability, and durability. The Building Maintenance Supervisor may require replacement of components with components from the same manufacture to maintain consistency throughout the building.

Materials and parts that are visible to building occupants must be to building standards and maintain the same appearance as similar materials and parts in the occupied space.

- xv. **Safety and Environmental Management** – The Contractor must comply with all Federal, State, and local laws and regulations that relate to the maintenance and operation of HVAC equipment and operation of HVAC equipment within the scope of this contract, to include permitting, inspection, and personnel safety, control of hazardous substances, certification, and recordkeeping.

The Contractor must maintain copies of all such tests, certifications, permits other required records, and provide copies to the Building Maintenance Supervisor. In addition, all required safety and environmental test, certifications, permits, and other procedures required in this document must be scheduled in the Computerized **Maintenance Manage System (CMMS)** work order system and documented in the CMMS.

- xvi. **Refrigerant Control and Certification** – The Contractor must control refrigerants and maintain records in accordance with EPA regulations and air quality management district standards. The Contractor must take appropriate immediate action and report leaks to the Building Maintenance Supervisor.

The Contractor must maintain and test refrigerant monitors and alarms and purge ventilation systems as part of the maintenance program. Test must use appropriate media to test sensors as well as alarm circuitry

SECTION 4 – Proposal Content and Evaluation Criteria

A. Qualification of the Firm. Proposals must specifically address and affirm the following:

- a. Letter of Interest that indicates why your firm should be selected to provide HVAC Service to Navajo DOT
- b. Evidence of Insurances; such as Professional Liability Insurance
- c. Resume of personnel that will be involved in the task of completing projects; including professional qualifications, licensures and experiences. Include personnel of sub-contractors which will be utilized by the prime contractor to complete the HVAC service to Navajo DOT.
- d. Organizational Chart outlining the inter-relationship and line of communication between the prime and sub-contractors.
- e. Capability to perform all or most aspects of the project and recent experience in providing Commercial HVAC Service comparable to the proposed SOW as listed in Section 3 – Scope of Work. Key personnel’s professional qualifications; licensures; experiences; availability for the proposed work; roles and responsibilities; reputation and professional integrity; competence.

B. The Navajo Nation Business Opportunity Act and the Navajo Preference Act.

- a. The Navajo Nation Business Opportunity Act and the Navajo Preference Act shall apply to this RFP. Prospective bidders are encouraged to familiarize themselves with these provisions. Compleitive bidding under the Navajo Nation Business Opportunity Act shall be utilized in the selection of the Contractor.

- b. The Navajo Nation reserves the right to waive any formalities or irregularities in the Request for Proposals and/or to reject any or all bids; to be the sole judge of the suitability of the materials offered and to award a contract for the furnishing of services it deems to be in the best interest of the Navajo Nation.

C. Experience

- a. Interested firms shall provide evidence of experience and quality service rendered relative to the similar projects (as listed under Section 3, B) on the Navajo Nation, other Indian Reservations and rural communities. Provide three (3) references of providing HVAC Service that the firm has completed in the five (5) years. Identify the year(s) of providing the HVAC Service and the owners or sponsor's contact person's name, title, telephone number and email address. HVAC Service which are referred to as having been accomplished by your firm shall be services and projects which were managed by personnel who are currently on your firm's staff. Similarly, do not list services, projects or experiences for individuals who were employed by another firm. Interested firms and their sub-consultants shall also provide evidence of management capacity; scheduling; staff expertise; internal quality control and organization structure.

D. Project Understanding, Familiarity and Interest Shown

- a. Describe your understanding of the project and approach to delivering Commercial HVAC Service for the work described under Section 3, B.
- b. Describe your interest in undertaking the Commercial HVAC Service and the firm's familiarity with the Navajo Nation and Navajo DOT. Emphasis is placed on the firm's ability to demonstrate sensitivity to Navajo cultural values and the ability to deal administratively with the Navajo Nation government and its client.
- c. Indicate the proximity of your branch office or immediate access via the usage of transportation (to be identified by the firm) to timely access the geographic location of the Navajo DOT office in Tse Bonito, NM, or Window Rock, AZ, area in one day, if need be.

E. Record of Past Performance

- a. Interested firms must demonstrate it has the administrative and technical capabilities to perform Commercial HVAC Service, as listed under Section 3, B) on contracts with government agencies, with respect to such factors as identifying and mitigating risk to control costs; quality of work and ability to meet schedules. Include information regarding owner budgets; delivery and distribution estimates; bidding and completed project cost including change order information. Indicate if the firm has previous experience providing Commercial HVAC Service for the Navajo Nation, Bureau of Indian Affairs or other Department of Transportations in rural areas.

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SECTION 5 – Rating System on Evaluation Criteria

- A. Description of the components are provided in Section 4 – Proposal Content and Evaluation Criteria.
- B. Each proposal will be evaluated and rated as follows:

<u>COMPONENTS:</u>		<u>SCORING:</u>
A.	Qualifications and Experience	25 points
B.	Method of Approach -work plan	40 points
C.	Capability and Resources	20 points
D.	Navajo Preference	10 points
E.	References	5 points
TOTAL POINTS		100 points

It is the intent of Navajo DOT to score the firms according to the responses submitted. Navajo DOT reserves the right to conduct detailed interviews, either by telephone or in person, of at least three (3) top-ranked firms, if warranted.

**End of Request for Qualifications
Commercial Heating, Ventilation and Air Condition (HVAC) Services**

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)	
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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-INT (interest earned or paid)

- 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