

# THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

**REQUEST FOR PROPOSALS**  
**“PEST and RODENT CONTROL SERVICES”**  
**BID #: 21-01-2406LE**  
**DUE DATE: February 19, 2021**

Navajo Special Diabetes Program (NSDP) requests proposals from interested pest and rodent control companies to submit proposals for NSDP’s Annual Facility Rodent & Pest Control Services. This service shall entail rodent and pest control elimination services for the facilities listed in “Table 1” of the RFP. The rodent and pest control service shall include all interior offices, conference rooms, storage areas, utility rooms, lobbies, restrooms, corridors and common areas. Services shall extend to the immediate exterior area of each facility (i.e. along buildings, building access points and storage bins) to include pest spraying and rodent prevention services outside of all facilities.


Proposers are recommended to visit each of facility listed within and perform a comprehensive assessment of the office locations prior to submitting a response. The successful proposers will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work. Proposers may provide an explanation itemizing the extent of their repair service procedure and practices. The NSDP intends to award a multi-years (2021-2023) contract to the proposer that is able to establish a contractual relationship with a qualified proposer.

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 Business License and Certificate of Liability Insurance Certifications.

The contract will be awarded to the proposer who submits the best proposal in terms of: 1) products and services; 2) experience; 3) credentials; 4) project budget and 5) implementation plan and schedules.

Four copies of the proposal shall be submitted in a sealed envelope labeled “PEST AND RODENT CONTROL SERVICES ” - DO NOT OPEN,” to Attn: Lorita Etsitty, Buyer , Navajo Nation Purchasing Services, Administration Building # 1, Window Rock Blvd., Window Rock, Arizona, or mailed to P.O. Box 9000, Window Rock, Arizona 86515. Bid documents and supplemental information regarding the project will be available online @ [www.nnooc.org](http://www.nnooc.org) link: Purchasing. If any questions regarding this RFP call Eric Gale at 928-871-6532 or email: [ericgale@navajo-nsn.gov](mailto:ericgale@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 February 19, 2021, at 5:00 p.m.

  
\_\_\_\_\_  
Lucinda Charleston, Program Manager III  
Navajo Special Diabetes Program

Date: February 1, 2021

**REQUEST FOR PROPOSALS**  
**"PEST AND RODENT CONTROL SERVICES"**  
**PROPOSAL #: 21-01-2406LE**  
**DUE DATE: February 19, 2021**

**SECTION A: PROPOSAL REQUIREMENTS**

**Introduction**

It is the intent of this RFP to solicit sealed proposals from qualified sources to establish a MULTI-YEAR contract for comprehensive Pest and Rodent Control Services as detailed herein for all Navajo Special Diabetes Program facilities.

**Scope of Service**

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, management and pest removal components of the pest program. The Contractor shall also provide written site-specific recommendations for structural and procedural modifications to aid in pest prevention. The Service provided will include inspections of all facilities, pest monitoring on a quarterly basis at the minimum, proper identification and management of pests consistent with control principles, and recommendations to prevent future pest infestations.

Pest and Rodent Control Services is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of management practices, including structural and procedural modifications that reduce pest access, food, moisture and harborage. Chemical methods are applied only on an "as needed" basis. Need is determined by pest population monitoring and previous unsuccessful attempts to solve the pest problem with non-chemical strategies. Control products shall be placed where they are inaccessible to children, faculty, and staff.

The Contractor shall adequately suppress the following pests:

- Indoor populations of rodents, insects, arachnids, and other arthropod pests not specifically excluded from the contract.
- Outdoor populations of potentially indoor-infesting species that are within the school property.
- Nests of stinging insects within the property boundaries of the specified buildings.
- Individuals of all excluded pest populations that are incidental invaders inside the specific buildings, including winged termite swarmer emerging indoors.
- Birds, bats, snakes, and all other vertebrates other than commensal rodents.
- Subterranean termites and other wood destroying organisms.
- Mosquitoes.
- Plant-feeding pests.

**Questions and Inquiries**

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Program Manager listed below. Offerors may contact ONLY the Program Manager 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.

Ms. Lucinda Charleston, Program Manager III  
Navajo Special Diabetes Program  
P.O. Box 3748  
Window Rock, Arizona 86515  
Telephone: (928) 871-6532  
Fax: (928) 871-6543  
Email: [lcharleston@navajo-nsn.gov](mailto:lcharleston@navajo-nsn.gov)

In the interest of fairness, all questions and responses will be distributed via e-mail to the designated contacts for all prospective providers who have indicated an intent to submit a response. The identity of companies who submitted questions will be kept confidential.

### **Closing Date**

**PROPOSALS SUBMISSION:** Proposals must be received on or before 5:00 p.m., February 19, 2021. Bidders who are mailing their proposals should allow sufficient time for mail delivery to insure receipt by the specified time. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the (RFP). **NO LATE PROPOSALS WILL BE ACCEPTED.**

**Three (3) COPY OF PROPOSAL ARE REQUIRED:** The three proposals must be delivered in a sealed envelope. The outside of the envelope should be clearly marked with the project name, "Pest and Rodent Control Services" and the name and address of the firm submitting the proposal. **The Proposal Cost must be submitted in separate sealed envelopes and should be marked with "Cost Proposal" and the proper's name.**

### **Proposal Schedule**

The following proposal schedule presents the timeline for the RFP process.

This section contains the procurement schedule, an explanation of procurement events, and the general requirements governing this procurement.

#### Sequence of Events and Actions:

	<u>Date:</u>
1. ADVERTISEMENT OF RFP	February 1, 2021
2. Proposal Due-Date (5:00 PM)	February 19, 2021
3. Bid Opening will be conducted at 2 p.m.	February 22, 2021
4. Proposal Evaluation and Selection:	February 22, 2021
5. Expected Award Date	TBA

### **Acceptance or Rejection of Proposals**

The Proposal and all conditions therein must remain valid for a period of not less than ninety days to allow for evaluation and award. NSDP reserves the following rights and options:

- To reject any and all proposals that fail to meet the literal and exact requirements of the specifications provided in this RFP document
- To accept the proposal that is, in the judgment of NSDP in the best interest of NSDP facilities
- To reject any and all non-responsive proposals.
- To waive irregularities in any proposal as the NSDP may elect to waive
- To reject all proposals without cause
- To issue subsequent requests for new proposals
- To discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another Bidder
- Proposal Correction or Withdrawal of Proposal Prior to Opening

Any proposal may be withdrawn or modified by written request of the bidder provided such request is received by the Program Manager by the deadline and the bid has not been opened and read aloud. Modifications received after the due time and date will not be allowed. Modification or corrections of proposals may be made by means of facsimile or other written communications, provided such modifications or corrections are received by the Program Manager prior to the closing time set for receiving proposals. Each correction to proposals must be clearly marked and initialed by the bidder.

NSDP or its representatives reserves the right at any time to request clarification from any or all bidders submitting a proposal.

### **Evaluation Criteria**

NSDP, at its sole option, will select the proposal which best fulfills the requirements and provides the **best value** to NSDP. Proposals received from offering firms by the closing deadline will be evaluated by a

Selection Committee consisting of a minimum of three (3) qualified individuals. The proposals will be evaluated on completeness of response, experience/qualifications, quality of service proposed, cost, and safety/liability. It is NSDP's intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive and the most qualified firm for the provision of the work.

#### **Additional Information, Investigation and Inspection**

NSDP may request additional information by suppliers to clarify elements of their bid proposals. NSDP will notify companies after all bids are received on whether a presentation is required. NSDP reserves the right to make independent investigations as to the qualification of the Bidder. Such investigation may include contacting existing customers.

#### **Proposal Deposition**

All materials submitted in response to this RFP will become property of NSDP and will become public record after the proposals are opened and read. NSDP will not be responsible or liable in any way for any losses that the Bidder may suffer from the disclosure of information or materials to third parties.

#### **Reservations and Limitations**

Bidders are expected to be knowledgeable about the structures to be served and facility use and scheduling constraints. Bidders are expected to determine the appropriate equipment to provide the required services. It will be the successful bidder's responsibility to become aware of non-scheduled closings due to inclement weather or other causes.

#### **Bidder's Responsibility for Costs**

NSDP will not reimburse any Bidder for any costs involved in the preparation and submission of Proposals, in making an oral presentation, or in contract negotiations. Bidders are responsible for all costs associated with preparing and submitting the bid proposal.

## **II. TECHNICAL PROPOSAL SPECIFICATIONS**

### **Mandatory Requirements**

Proposal submittal shall address the Technical Proposal as outlined below. Three (3) copies of the proposal shall be prepared on 8 1/2" x 11" paper and bound. Unless specifically requested, extraneous presentation of materials is neither necessary nor desired. The proposal shall be concise and address the required information. The proposal must demonstrate the following:

- Bidders must demonstrate that they have adequate knowledge of Integrated Pest Management (IPM) procedures.
- Bidders must submit with their proposal copies of all required State of Arizona or New Mexico Categories Pesticide Applicators Certification as well as copies of certification to control household, structural, occasional invaders, birds, and wildlife. The successful contractor must maintain these certifications during the entire term of the contract. Also bidders must be licensed by the State of Arizona or State of New Mexico and shall provide proof of licensure with their bid.

### **Project Plan**

Project Plan: Bidders shall provide a detailed narrative describing an Integrated Pest Management (IPM) service program to manage pests. The narrative should include:

- Management practices for long term pest suppression including surveillance, trapping, and pesticide application.
- Emergency response and call back plans.
- Procedure for obtaining the services of an entomologist or biologist. Indicate if these professionals are on your staff or if you subcontract for their services. If you subcontract for these services, include whether you have worked with these professionals in the past.
- Reports that will be utilized and record keeping procedures.

### **Experience on Similar or Relevant Projects/Firm References**

Provide the names of three (3) businesses/institutions that have, or have had, contracts with your firm of a similar size and scope as described herein. For each customer named, indicate: a) number of years as a customer; b) contact names and numbers; and c) general type of business and pest control services

provided d) name of your firm's account representative for each contract location. The NSDP reserves the right to verify this information if it so chooses.

### **Profile of Company**

Include a brief profile of your company to include:

- Number of years in business
- Type of organization and Owner Name.
- Brief history of company
- Total number of employees.
- Bonding company and bonding dollar amount capabilities

### **Price Proposal Requirements**

Price is to be completed on the "Firm Proposal Sheet". All Proposal pricing shall be exclusive of taxes, where applicable.

Required Price Proposal Information:

- a) Price to conduct monthly inspection services and management services for all NSDP facilities in accordance with the requirements of the "Specifications".
- b) Hourly rate of technician.
- c) The offeror shall submit quarterly invoice for payment of all Pest Control Services to NSDP, in care of the Program Manager.

### **CONTRACT REQUIREMENTS:**

#### **Scope of Service**

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, management and pest removal components of the pest program. The Contractor shall also provide written site-specific recommendations for structural and procedural modifications to aid in pest prevention. The primary service provided by the Contractor is the Contractor's knowledge about pests and their management, not the routine application of pesticides. The Service provided will include annual inspections of all facilities; pest monitoring on a monthly basis at the minimum, proper identification and management of pests consistent with IPM principles, and recommendations to prevent future pest infestations.

The following pests are included in this contract:

- Birds, bats, snakes, and all other vertebrates other than commensal rodents.
- Subterranean termites and other wood destroying organisms.
- Mosquitoes.
- Plant-feeding pests.

#### **Term of Contract and Compensation**

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to complete this contract for an initial one-year period and all pricing must remain firm for the duration of the initial contract period. The contract shall include all truck fees, equipment fees, office fees, and mileage, in addition to all monitoring supplies, pesticides, and baits.

NSDP shall have the sole option to extend the contract for a three (3) year period subject to acceptable performance and available funds. The Contractor shall provide monthly billing statements to NSDP with all labor, materials, and pesticide costs itemized for each facility site. Any extra costs for add-on services must be itemized in a like manner. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, NSDP shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination.

#### **Prevailing Wages**

Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in the Labor Code. Contractor shall post a copy of the applicable prevailing rates at the Worksite. This Project is subject to the prevailing wage requirements applicable to the locality in which the

Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. The Contract will be subject to compliance monitoring and enforcement by the Navajo Nation Office of Navajo Labor Relations. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

**Price Adjustments**

Additional facilities may be added or deleted at any time throughout the life of the Agreement. The Contractor shall be required to provide service to any additional sites and facilities subject to all conditions identified herein and subject to the Contractor average price per square foot as submitted in the Request for Proposal Price Sheet. The contract price schedule shall be adjusted to reflect changes in the number and square footage of sites and facilities serviced as service levels vary.

**NSDP Facilities**

The contract for pest management includes all facility sites and facilities listed in Table 1 and immediate perimeters of buildings.

TABLE 1:

	<i>Facility Name</i>	<i>LOCATION</i>	<i>Square Feet (s.f.)</i>
1	Chinle Service Area Office	Chinle Chapter Land Tract Chinle, Arizona	2,262
2	Crownpoint Wellness Center	Crownpoint RDO Land Tract Crownpoint, New Mexico	12,600
3	Dilkon Wellness Center	East of Dilkon District Court Land Tract Dilkon, Arizona	6,720
4	Kayenta Service Area Office	Kayenta Chapter Land Tract Kayenta, Arizona	2,262
5	Teechospos Wellness Center	Teechospos Chapter Land Tract Teechospos, Arizona	5,146
6	Window Rock Wellness Center	Navajo Nation Fair Grounds Window Rock, Arizona	10,752
7	Tuba City Wellness Center	Tuba City Regional Health Care Land Tract – Tuba City, Arizona	6,000

**Termination for Default**

Throughout the term of this Agreement, NSDP may conduct tests and/or inspections of the sites and facilities covered to determine the effectiveness of the Pest and Rodent Control Service Program and Contractor compliance with the Agreement. The Contractor shall promptly initiate actions to correct all deficiencies found. If deficiencies are not being satisfactorily corrected, NSDP may, by written notice to the Contractor, terminate this contract. In such event, NSDP may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and his/her sureties shall be liable to NSDP for any additional costs incurred.

In the event either party shall be prevented from performing its obligations hereunder due to governmental or administrative prohibitions, acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, delivery interruptions, or other causes beyond such party's control, the

party so prevented shall, upon notice to the other party, be thereafter released from its obligations so long as such causes shall continue.

#### **Termination for Convenience**

The performance of work under this Agreement may be terminated by NSDP in accordance with this clause in whole, or from time to time in part, whenever NSDP shall determine that such termination is in the best interest of NSDP. Written notice shall be given at least (30) days in advance. NSDP will pay for all labor and material in accordance with Bid Price up to the date of the termination. However, the Contractor shall not be reimbursed for termination expenses or for any anticipatory profits which have not been earned up to the date of the termination.

#### **Insurance Requirements**

The Contractor shall purchase and maintain such insurance as will protect it and NSDP from claims which may arise out of or result from the Contractor's operations under the Agreement, whether such operations be by it or by any subcontractor, lower tier contractor or by anyone directly or indirectly employed. A Certificate of insurance is required to be submitted to the District verifying that the contractor maintains Comprehensive General Liability, Comprehensive Automobile Liability, and Worker's Compensation, in the minimum amount required by state law, ten (10) days after award of bid or prior to commencement of work, whichever occurs first. This requested certificate of insurance shall have NSDP named as an additional insured party for general liability, automobile, and workers' compensation.

#### **Indemnification**

The Contractor shall reimburse, indemnify and hold harmless NSDP for all loss resulting from the negligence of the Contractor in the performance of this Agreement, and for all loss to NSDP resulting from the non-performance thereof, except those losses other-wise specifically excluded by the NSDP.

#### **Environment and Safety Issues**

The Contractor shall observe all safety precautions throughout the performance of this Agreement. All work shall be in strict accordance with all applicable Federal, state, and local health and safety requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Contractor shall be responsible for any citations(s) received for non-compliance with regulations/standards relating to any failure of performance/non-performance of Contractor employees. Lack of knowledge of the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

#### **Non-Discrimination in Employment**

NSDP actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation. The Contractor shall not discriminate in any manner against any employee or applicant for employment because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation.

#### **SPECIFICATIONS:**

##### **Pest Management Plans**

The Contractor shall prepare a Pest and Rodent Control Management Plan for NSDP, with individual site plans for each facility locations. The Contractor shall make inspections of each office building/wellness center sites and facility to evaluate the pest management program and update the facility inspection form. The Contractor shall update the Pest and Rodent Control Management Plan on an annual basis, or as necessitated by major renovations, and confer with the Program Manager to review the program. The plan shall be submitted to and approved by the Program Manager, and at a minimum, include the areas covered below.

Structural or operational changes: Using a building floor plan as a permanent record, the Contractor shall describe site specific solutions for eliminating pest access, food, water, and harborage.

Monitoring: The Contractor shall describe the products and procedures used for identification of pest presence, access and harborage locations (i.e., monitoring for cockroaches on a monthly schedule using roach sticky traps). Types of monitors and number required shall be discussed. Monitors shall be in good working condition at all times. Any changes in the monitoring program at a particular school district building site shall be communicated to the Program Manager on the inspection form.

Materials and Equipment: The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) for all pesticide products to be used. In addition, brand names shall be provided for all application equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service.

Service Schedule: The Contractor shall provide service schedules that include the frequency of Contractor visits, with a minimum monthly frequency. The schedule must minimize the disruption of building activities and be pre-approved by the Program Manager/Program Supervisors. The Contractor must check in with the Program Supervisor to register the date, purpose of visit, activities performed, and duration of visit. When it is necessary to perform work outside of the regularly scheduled service time, the Contractor shall notify the Program Supervisor at least one (1) day in advance.

Commercial pesticide applicator certificates or licenses: The Contractor shall provide copies of the company pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract.

### **Records and Documentation**

The Contractor shall be responsible for maintaining a pest control logbook for each facility site and facility specified in this Agreement. These records shall be kept onsite in the custodial office and maintained on each visit by the Contractor. The logbook shall contain the following:

Pest Management Plan: A copy of the NSDP Pest and Rodent Control Management Plan and specific site work plan, including all labels, MSDS's, pesticide applicator certificates for Contractor personnel and the service schedule.

Forms: Documentation of findings and pest control activities to include the following:

Pest Sighting Forms: The Program Supervisors will maintain pest sighting forms. All occupants will report pest sightings to this individual for documentation which will include date, time, location and tentatively identified pest species. This information will be made available to the Contractor during scheduled inspections. It is the Contractor's responsibility to verify pest species prior to recommending any treatment procedures.

Site Visit Log: The Contractor will log the date, purpose of visit, action taken, follow-up required and duration of visit for each site visit. Special note of emergency or special services must be recorded.

Inspection Form: Inspection activities will be documented on standard inspection forms and maintained in the logbook.

Monitoring Log Sheet: All observations from pest monitoring activities will be recorded on the monitoring log sheet.

Intent to Apply Pesticide: Documentation will include type of material to be used, building, location, and time of treatment, at least 72 hours prior to pesticide application. In certain emergency situations, the Program Manager may deem it necessary to shorten or waive the notification period. No pre-notification is required if the pesticide is formulated as a bait or in a containerized bait box, however all bait related activities shall be recorded on the form. Any treatment performed by the Contractor shall be justified by reported sightings as listed on the Inspection Form or Pest Sighting Forms. Pest species verification must be completed prior to recommending any treatment procedures.

Pesticide Use Log Sheet: Documentation will include pesticide and coverage information. Floor plan of the area serviced for each chemical control application may be included if necessary.

### **Quarterly Service Reports**

The Contractor shall provide monthly service reports within fifteen (15) days following the end of each month. The service reports shall include, but not be limited to, the following:

- Man-hours for routine services
- Location, man-hours, and work description of special, emergency, and additional services
- Identification and listing of type and quantity of pesticides and containerized baits used



## **Service Requirements**

Professional Services: The services/consultation of an Entomologist or Biologist must be provided to NSDP at no additional cost if the need arises.

Training and Updates: The Contractor may be asked to conduct educational seminars for staff on IPM practices in order to promote understanding and assistance with the IPM program.

Safety and Health: The Contractor shall observe all safety precautions throughout the performance of this Agreement. All work shall be in strict accordance with all applicable Federal, state, and local health and safety requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

Uniforms and Protective Clothing: All Contractor personnel working in or around buildings specified in this Agreement shall wear distinctive uniform clothing. All Contractor personnel must possess proper identification and proof of credentials while at school sites and facilities. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products used.

Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

## **Use of Chemical Control Methods**

- The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the United States Environmental Protection Agency and the State of Arizona or State of New Mexico.
- The Contractor shall adhere to the following rules for chemical control products:
- Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. Pesticide application shall be according to need and not by schedule. Preventive chemical control treatments in areas where there is a potential for insects and rodents will be evaluated on a case-by-case basis with the Program Manager.
- When the application of chemical control products is necessary, the Contractor shall employ the least hazardous materials, most precise application techniques, and the minimum quantity of pesticide necessary to achieve control.
- The Contractor shall provide the Program Manager at least a 72-hour notice prior to the application of a pesticide at any facility, unless otherwise determined by the Program Manager. No pre-notification is required if the pesticide is formulated as a bait or in a containerized bait box, however all bait related activities shall be recorded on the appropriate form.
- The Contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this Agreement as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. Application of insecticides to exposed surfaces or as space sprays (fogging) shall be restricted to exceptional circumstances where no alternative measures are practical.
- The Contractor shall take all necessary precautions to ensure employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No pesticide is to be applied in any room or area while in use or occupied by faculty, staff, or students, with the exception of pre-approved containerized baits.
- The Contractor will follow all requirements on product labels including re-entry time periods. Insecticide bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- The Contractor shall not store any pesticide product in the buildings specified in this Agreement. Non-pesticide controls include the use of a portable vacuum for initial pest suppression and the use of indoor trapping devices. Bait formulations shall be used where appropriate. Sticky traps will be used to monitor indoor insect populations and be used to evaluate the effectiveness of efforts wherever necessary. Traps must be concealed and not readily accessible to students.

### **Rodent Control**

Rodent control inside occupied facilities shall be accomplished with trapping devices only. All such devices shall be concealed and in protected areas so as not to be disturbed by school operations. When trapping devices are deployed they shall be checked every 24 hours. The Contractor is responsible for disposing of all trapped rodents or rodent carcasses in an appropriate manner. Other treatment techniques require the submittal to the Pest Control Coordinator for review and approval.

Rodenticides may use only in exceptional circumstances when deemed essential for adequate rodent control. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside the building shall emphasize the direct treatment of rodent borrows wherever feasible.

Outdoor bait boxes shall be placed out of general view where they will not be disturbed by facility operations. The lids of the boxes shall be securely locked or fastened shut. All bait boxes shall be attached or anchored to the ground, building wall, or other immovable surface so that the box cannot be disturbed. All bait boxes shall be labeled on the inside with the Contractor's business name and address. The outside of the box shall be dated at the time of installation and after each service. Inspections of bait boxes shall occur at least monthly during the year.

### **Submittal of Proposal**

By submitting a Proposal, the undersigned also hereby agrees that from its review of the RFP and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a Proposal. Claims for additional compensation and/or extensions of time because of the firm's failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

### **Acceptance of Proposals**

The undersigned agrees that this Proposal may be held by NSDP for a period not to exceed ninety (90) days from the date stated for recommendation of bid award. If written notice of acceptance of this Proposal is mailed or delivered to the under-signed within the time noted above, after the date of submittal, or at any time here-after before this Proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by NSDP in accordance with the Proposal as accepted. It is understood and agreed that NSDP reserves the right to award the contract in its best interests, to reject any and all Proposals, to waive any informalities in the Proposals, and to hold all Proposals for the period above noted.

### **Time for Completion of Work**

The undersigned agrees, if awarded the contract, to commence work within five (5) consecutive calendar days after date of issuance of written notice to proceed and to complete the contract work within the time frame specified within the RFP.

### **ATTACHMENTS:**

- W-9 FORM
- NAVAJO NATION DEBARMENT FORM

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://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> <p>2 Business name/disregarded entity name, if different from above</p> <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><b>Note:</b> 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 <b>not</b> 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> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

## 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.

<b>Social security number</b>																					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table>											<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table>										
OR																					
<b>Employer identification number</b>																					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table>											<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table>										

## 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.

<b>Sign Here</b>	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](http://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