

NAVAJO NATION, DEPARTMENT OF DINE' EDUCATION
Navajo Head Start
New Mexico Sites
Wireless Equipment & Installation
RFP BID NO: 22-01-2712LE

PROPOSAL DUE DATE: February 28, 2022

DESCRIPTION: Navajo Head Start
Wireless Equipment & Installation

CONTACT PERSON: Lavine J. Roan, Principal Contract Analyst
Darlene Begay, Senior Contract Analyst
Phone: 928-871-7061
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TECHNICAL CONTACT: Fernando Sarracino
fernandosarracino@nndode.org

~ RETURN PROPOSALS CLEARLY MARKED ~

DO NOT OPEN: RFP# 22-01-2712LE - Head Start Wireless Equipment & Installation

PROPOSAL & BID SUBMITTAL DEADLINE AND RELEVANT INFORMATION:

All proposals and bids delivery using UPS or Federal Express, must be physically submitted to:

PHYSICAL ADDRESS: Navajo Head Start
SW of US Highway 264 & Indian Route 12, Suite #2A
Window Rock, Arizona 86515
ATTN: Lavine J. Roan, Principal Contract Analyst

MAILING ADDRESS: Navajo Head Start
P.O. Box 3479
Window Rock, Arizona 86515
ATTN: Lavine J. Roan, Principal Contract Analyst

Scope of Services

The Navajo Head Start is requesting proposals to install new E-Rate Eligible Wireless Networking equipment at each of the Navajo Nation's Head Start centers. New routers, switches, cabling, racks, UPS, patch panels, wireless access points (inside and outside), wireless controller and other E-Rate eligible equipment shall be installed at each site. Service Provider shall supply the equipment listed in this RFP, provide installation, programming, licensing and one-year warranty. The attached equipment list shall be installed at each site. Installation of the equipment shall not begin until E-Rate approves and funds the project. See attached Appendix A Site Equipment List. See the list below of sites who are participating in this bid:

Head Start Facilities

Head Start Site Name	State	Zip Code	Next to
Baahaali	New Mexico	87305	Bread Springs Chapter
Chichiltah	New Mexico	87305	Chichiltah Chapter
Church Rock 1	New Mexico	87311	Church Rock Chapter
Church Rock 2	New Mexico	87311	Church Rock Chapter
Crownpoint 1	New Mexico	87313	Crownpoint Chapter
Crownpoint 2	New Mexico	87313	Crownpoint Chapter
Iyanbito	New Mexico	87316	Iyanbito Chapter
Nageezi	New Mexico	87037	Nageezi Chapter
Nahodishgish	New Mexico	87313	Nahodishgish Chapter
Nenahnezad	New Mexico	87416	Nenahnezad Chapter
Newcomb	New Mexico	87455	Newcomb Chapter
Pinedale 1	New Mexico	87311	Pinedale Chapter
Pinedale 2	New Mexico	87311	Pinedale Chapter
Pueblo Pintado	New Mexico	87013	Pueblo Pintado Chapter
Red Rock	New Mexico	87301	Red Rock Chapter
Smith Lake	New Mexico	87365	Smithlake Chapter
Thoreau	New Mexico	87323	Thoreau Chapter
Tohatchi 1	New Mexico	87325	Tohatchi Chapter
Tohatchi 2	New Mexico	87325	Tohatchi Chapter
Torreon	New Mexico	87013	Torreon Chapter
Tsayatoh	New Mexico	87375	Tsayatoh Chapter
Twin Lakes	New Mexico	87375	Twin Lakes Chapter
Upper Fruitland	New Mexico	87416	Upper Fruitland Chapter
Little Water	New Mexico	87313	Littlewater Chapter
San Juan	New Mexico	87461	San Juan Chapter
Sanostee	New Mexico	87461	Sanostee Chapter
Shiprock 1	New Mexico	87420	Tse Daa K'aan Chapter
Shiprock 2	New Mexico	87420	Tse Daa K'aan Chapter

Service Provider shall remove all current networking equipment at each site and dispose as a part of this project. Prior to starting each project, the Service Provider will meet with Owner's representative to determine equipment placement. The new equipment shall be manufactured by Cisco or an approved equal.

The new service is being planned (estimated) to begin on July 1, 2022 and shall be completed by June 30, 2023. Service Provider MUST provide a construction schedule and timeline with their bid for each site.

Because the geographic area is so large and remote, it is anticipated that multiple Service Providers may choose to bid as few as only a couple of the sites or as many as all of the locations listed in this RFP. For this reason, each site must be bid separately. Failure to bid each location separately will cause those Service Provider(s) to be deemed non-responsive. If there is a cost savings to "bundle" some of the sites together or if the Service Provider can make a case to reduce the price the cost of installation by "bundling" those sites, they can provide alternate pricing for such sites. Only Service Providers who have a current Service Provider Identification Number can bid this project.

CONTACT INFORMATION. Each Party shall provide the other Party with the names and telephone numbers of at least three (3) agents or representatives, in the order that the other Party shall attempt to contact them to perform Unscheduled Maintenance and to report and seek initial redress of exceptions noted in the performance in meeting maintenance requirements, attached as Exhibit C, and such list of contact persons may be updated from time to time by the applicable Party. A Party shall notify the applicable representatives or agents listed on Exhibit C as soon as reasonably possible following discovery of an Unscheduled Maintenance duty hereunder.

WARRANTY OF SERVICES. Service Provider warrants that: (i) it is in the business of providing the Maintenance Services described herein and can perform the work in accordance with industry standards and will perform the agreed assignments within such times and in the form agreed to herein. (ii) its representatives (including without limitation employees, contractors, or subcontractors) who access the wireless equipment, or other property, shall be qualified to perform all work in accordance with applicable requirements of local, state and federal occupational safety and health laws and prevailing industry standards; and (iii) Maintenance Services performed by a (maintenance vendor) or its agents, employees or contractors shall be performed in a good and workmanlike manner, using good engineering practices, in accordance with applicable Law.

Procurement Point-of-Contact

The Navajo Nation Tribal Consortium has assigned a Point-of-Contact who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

ISSUING OFFICE: This Request for Proposal (RFP) is issued by the Navajo Nation Head Start (NHS), Department of Dine Education, Navajo Nation, P.O. Box 3479, Window Rock, Arizona 86515. The contact person for this RFP is Ms. Lavine J. Roan, Principal Contract Analyst, NHS.

If Service Providers have any questions or inquiries regarding this RFP, those inquiries shall be directed to Fernando Sarracino via email at fernandosarracino@nndode.org. The deadline for all questions regarding this RFP will be on **February 23, 2022** at 3:00 PM MST. All questions will be answered in addendum(s) sent out to all Service Providers. All updated project information, forms, including addenda, will be distributed through the project website, located at <https://nnooc.org> & <https://portal.usac.org/suite/>.

Site Conditions: Because there are so many sites and they are so spread out throughout the Navajo Nation, it's not practical to allow Service Providers to visit the sites prior to bid. Most buildings are modular buildings less than 3000sf. The submission of a bid from the bidder is an acknowledgement to this stipulation.

Sequence of Events

The Point-of-Contact will make every effort to adhere to the following schedule:

Timeline	Responsible Party	Date
Issue RFP	Navajo Head Start	January 26,2022
Submission of Proposal Deadline	Respondents	February 28,2022
Contract Award	Navajo Head Start	March 10, 2022
File 471 Deadline	Navajo Nation Tribal Consortium & Schools	March 22, 2022

Explanation of Events

The following paragraphs describe the activities listed in the sequence of events above.

1. **Issuance of RFP:** This RFP is being issued on behalf of Navajo Head Start on January 26, 2022.
2. **Submission of Proposal:** ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE POINT-OF-CONTACT NO LATER THAN **3 PM** MOUNTAIN DATE TIME (MST) ON **February 28, 2022**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Point-of-Contact at the address listed. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Navajo Head Start. Proposals submitted by facsimile, or other electronic means will not be accepted. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal. Awarded in this context means the final required Navajo Nation Head Start, or designee signature on the contract(s) resulting from the procurement has been obtained.

3. **Contract Awards:** After review of the Evaluation Committee and the signed contractual agreement(s), the Point-of-Contact will award as per the schedule in the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Point-of-Contact. Service Providers shall be required to sign a Navajo Nation Agreement attached to this RFP. See Exhibit A at the end of this RFP

The contract(s) shall be awarded to the Respondent (or Respondents) whose proposals are most advantageous to the Navajo Nation Tribal Consortium taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

4. **E-Rate Filing:** Once the contract has been negotiated and signed, the E-Rate Form 471 form(s) will be completed before the March 22, 2022 deadline for the of E-Rate filing window.

General Conditions

1. **Acceptance of Conditions Governing the Procurement:**
Potential Respondents must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.

2. Incurring Cost:

Any cost(s) incurred by the potential Respondent in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Respondent. Any cost incurred by the Respondent for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Respondent.

3. Prime Contractor Responsibility:

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Navajo Nation Tribal Consortium, which may derive from this RFP. The Navajo Nation Tribal Consortium entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors:

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Navajo Nation Head Start awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. No Obligation: This RFP in no manner obligates Navajo Head Start to the use of any Respondent's services until a valid written contract is awarded and approved by appropriate authorities.

6. Termination: This RFP may be canceled at any time and all proposals may be rejected in whole or in part when Navajo Head Start determines such action to be in the best interest of Navajo Head Start.

7. Required Notice to Proceed and Funding Availability

Navajo Head Start will follow the purchasing policies of the lead applicant and requirements and procedures of the Federal Communications Commission's (FCC's) E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding and the purchasing policies of the Navajo Nation. The implementation of any associated contracts resulting from this competitive bid process will be dependent on Navajo Head Start's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. Navajo Head Start will have the right to allow the contract to expire without implementation if appropriate funding does not come available. Additionally,

any projects requiring special construction are also contingent on issuance of funds from the eligible federal, state, or tribal match source. Navajo Head Start will have the right to allow the contract to expire without implementation if this specific funding does not come available.

8. Right to Waive Minor Irregularities:

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

9. Ownership of Proposals:

All documents submitted in response to the RFP shall become property of Navajo Head Start.

10. Davis-Bacon Act:

Any contract resulting from this RFP will comply with the labor provisions of the Davis-Bacon Act regarding wages, payments, payrolls, and basic records.

11. Copeland Act:

Any contract resulting from this RFP will comply with Copeland Act.

12. Buy American Act:

Any contract resulting from this RFP will comply with Buy American Act.

13. Safety Requirements:

Any contract resulting from this RFP will comply with the Occupational Safety and Health Standards (OSHA).

14. References:

For each response, Respondent must provide 2 references from current or recent tribal customers (preferably K-12 schools, libraries, or consortia) with projects equivalent to the size of Navajo Nation Tribal Consortium.

15. Tribal Preference

Native American Owned Business: If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe

or any documentation that references the Company is a whole owned subsidiary of a tribe or tribal member.

Response Format and Organization

A. Preparation

Hard Copy/Electronic Responses: Respondent's proposal must be clearly labeled and numbered and indexed as outlined in the response format and organization. Proposals must be submitted as outlined below. Envelopes, packages, or boxes containing the original must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Respondents should deliver: One (1) ORIGINAL HARD COPY, and one (1) electronic copy (USB Jump Drive). The electronic copy cannot be emailed. The electronic version/copy of the proposal must mirror the physical binders submitted. The electronic version cannot be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

B. Proposal Format

All proposals must be typewritten, or printed sheet faces of text and/or graphic material on standard 8 1/2" x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a three-ring binder with labels identifying each section. The Table of Contents should reflect the Proposal Outline below.

Non-Conforming Proposal

Any proposal deemed non-conforming by the Point-of-Contact regarding format will be considered non-responsive. Respondents shall contact the Point-of-Contact to clarify any questions concerning format prior to submission.

Amendments:

Changes to this Request for Proposals shall be issued only by the Point-of-Contact in writing.

C. Proposal Outline

- 1) **Table of Contents**
- 2) **Signed Letter of Transmittal** – To be completed and signed by an individual person authorized to obligate the company and to include:
 - a. Identify the submitting business entity.

- b. Identify the name, title, telephone, and e-mail address of the person authorized by the Respondent organization to contractually obligate the business entity providing the Offer.
 - c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization
 - d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
 - e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
 - f. Describe the relationship with any other entity that will be used in the performance of this awarded contract.
 - g. Explicitly indicate acceptance of the General Conditions the procurement
- 3) **Organizational Experience** – Statement or Key Personnel Resumes
 - 4) **Tribal References** – Name, organization, and contact information
 - 5) **Special Construction Payment Plan Option Response** - Include agreement or non-agreement of this request.
 - 6) **Value-Added Offerings**, if applicable, narrative
 - 7) **Native American Owned Business**, if applicable, verification
 - 8) **Good Faith Tribal Negotiation Letter**, if applicable (Appendix C)
 - 9) **Technical Response** - Specifications to include:
 - a. Response type - Proposal showing list of specified equipment and associated Item 21 Attachment Sheet (see Exhibit B)
 - b. Project Description and Approach Narrative
 - c. Timeline and construction schedule for each site
- 10) **Cost Response** – Mandatory use of provided tables (Appendix A and Appendix B, if applicable)

RFP Scoring Rubrics

Points	Criteria
35	E-rate eligible equipment ¹
30	Preference for specified manufacturers listed in this RFP
25	Signed good faith negotiation letter from tribal government(s) ²
5	Construction timeline ⁴
5	Value-added offerings ⁶
100	Total Points
5	Extra Points for Native American Owned Business ⁷

Notes:

1: **E-rate eligible equipment** is the total cost of ownership that includes supplying and installing the E-Rate eligible equipment. All services offered must be eligible for E-rate Category 1 discounts. Equipment shall be manufactured by Cisco or equal.

2. **Preference for Specified Manufacturers Listed in the RFP:** Preference will be given to those Service Providers who quote a system using the specified manufacturers.

3: **Signed good faith negotiation letter from tribal government:** Is a letter or from signed by the applicant, Governor, or other designee of tribal lands that will be trespassed to complete the scope of work in this RFP. Letter must state that the tribe and Respondent have begun good faith negotiations to respect tribal authority and processes. Good faith negotiation letters should be completed for each tribal land for in the network design for maximum points.

4: **Construction Timeline:** E-Rate rules require that this project shall be complete no later than June 30, 2023. Service Providers are to supply a construction timeline showing how they expect to meet this timeline

5: **Value-Added Offerings:** Respondents can submit any other information they deem necessary to highlight accomplishments, honors, services, etc. that advance excellence toward and a value add to the development of a Navajo Nation Tribal Consortium and its goals to improve academic achievement and post-secondary education pursuits in Native America.

6. **Navajo Owned-Business:** If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe.

Appendix A: Site Equipment List

Manufacturer	Item Description	Part #	Quantity
Meraki	24 port PoE Switch	MS210-24P-HW	1
Meraki	5-year license	LIC-MS210-24P-5YR	1
Meraki	1GB SFP	MA-SFP-1GB-SX	2
Meraki	Security Appliance (Router/Firewall)	MX67	1
Meraki	Indoor WAP	MR46-HW	1
Meraki	5-year license	LIC-ENT-5YR	2
Meraki	Outdoor WAP	MR76-HW	1
Oberon	Outdoor WAP Enclosure	1021-00	1
APC	500VA UPS Lithium	SCL500RM1UNC	1
APC	APC Warranties 5 year		1
Hubbell	Wall Mount IDF Enclosure	RE4X	1
Hubbell	24-Port Patch Panel	HPJ24	1
Hubbell	1000' Box Cat6 Cable	C6RRB	2
Hubbell	Cat6 Jacks	HXJ6B	20
Hubbell	2-Port Face Plate	IFP12W	3
Hubbell	2-Port Biscuits	HSB2W	2
Hubbell	Cat6 Patch Cords 3'	HC6B03	10
Hubbell	Cat6 Patch Cords 10'	HC6B10	10
Hubbell	Fiber Patch Cords 2m	DFPCLCLCS2SM	2
Hubbell	Fiber Enclosure	FTU1SP	1
Hubbell	Fiber Adapter	FSPLCDS6Y	1

Appendix C: Good Faith Negotiation Letter

Navajo Head Start

Good Faith Negotiation Letter from Navajo Head Start for E-Rate

The vendor _____, has made the following good faith negotiating efforts to comply with tribal requirements with reference to the scope of work requested in 2020 E-rate RFP for the Navajo Nation Tribal Consortium.

Meets Criteria	Points	Criteria
_____	25	Vendor has proactively engaged a positive working relationship with tribal school, library, education office, or tribal government regarding land use. Vendor demonstrates commitment to fair negotiation of rights of way and has proposed a project that reflects tribal authority and priorities.
_____	15	Vendor responded to tribal engagement and has a positive working relationship with tribal school, library, education office, or tribal government regarding fair negotiation of rights of way.
_____	0	Vendor has not contacted the tribe regarding potential rights-of-way requirements.
_____	-25	Vendor is currently barred from working on tribal land.
_____	-10	Vendor was in the past barred from working on tribal land.
Total:		For totals that are negative, 0 will transfer to the RFP scoring sheet.

Name

Entity

Date

Exhibit A – Navajo Nation Agreement

See Next Page

END OF RFP