



**Navajo Nation  
Department of Diné Education  
RFP No. 23-10-3147SB**

Assessments on Facilities, Asbestos, Lead Base Paint, Mold, Radiation, Radon, Toxicity,  
Water structural damages and Building Appraisals

**PROPOSAL DUE DATE:** November 30, 2023 at 5pm MST  
**DESCRIPTION:** NAVAJO DEPARTMENT OF DINÉ EDUCATION ASSESSMENTS/APPRAISALS  
**CONTACT PERSON:** Shayla Yellowhair, Education Program Manager  
PHONE: (928) 871-6420

**\*\*RETURN PROPOSALS CLEARLY MARKED\*\***

**RFP No. 23-10-3147SB**

**DODE ASSESSMENTS/APPRAISALS**

**INCLUDE COMPANY NAME AND RETURN ADDRESS ON BID PACKAGE**

PROPOSAL & BID SUBMITTAL DEADLINE AND RELEVANT INFORMATION:

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

**PHYSICAL ADDRESS:** DEPARTMENT OF DINE EDUCATION  
2656 MORGAN BLVD  
WINDOW ROCK, ARIZONA 86515  
ATTN: Shayla Yellowhair, Education Program Manager

**MAILING ADDRESS:** DEPARTMENT OF DINE EDUCATION  
P.O. BOX 670  
WINDOW ROCK, ARIZONA 86515  
ATTN: Shayla Yellowhair, Education Program Manager



## SECTION I

### 1. RESPONDENT REQUIREMENTS:

All respondents must have, as a minimum, the capabilities listed herein, and the bid proposals submitted must reflect in detail the inclusion of these services as well as the additional forms required in Section II. Respondent should also provide technical information of delivery or services required in this Request for Proposal (REP).

### 2. SCOPE OF WORK:

#### BACKGROUND:

Department of Dine Education (DoDE) is seeking proposals from qualified firms and vendors to perform a comprehensive buildings assessment on Facilities, Asbestos, Lead Base Paint, Mold, Radiation, Radon, Toxicity, water structural damages and Building Appraisals Department of Dine Education and related buildings– See attached list.

#### FACILITIES ASSESSMENT:

1. Facilities condition, including electrical needs
2. Asbestos-to inspect for asbestos contained in building materials, prepare an asbestos management plan, and perform asbestos response actions to prevent or reduce asbestos hazards for all existing facilities,
3. Lead/Base Paint-to conduct a comprehensive evaluation for lead-based paint hazards that may include paint testing, floor, ceiling, dust, and soil sampling. Preparing as action plan to remediate the clean-up of the facility.
4. Mold
5. Radiation- to conduct a comprehensive evaluation of any or all radioactive materials that may exceed the standards for protection against radiation necessary to protect the health and safety of all occupants.
6. Radon-to conduct a comprehensive evaluation of any or all radioactive materials that may exceed the standards for protection against radiation necessary to protect the health and safety of all occupants.
7. Toxicity- to identify possible and adverse effects of exposure to environmental agents, to develop dose-response relationship that can identify any known exposure and predict the effects of exposure to protect all occupants.
8. Water Structural Damages
9. Building Appraisals

Bidders can submit proposals for all services and/or only the services they are qualified and certified.



### 3. Objective:

The main objective of the facilities condition assessment is to measure the condition and functionality of the buildings and its infrastructure to determine the suitability and if the buildings are appropriate for the intended services. Specific objectives of the comprehensive assessment methodology include determining needs for renewal or replacement of building and infrastructure system (e.g., water heaters, heat thermostats, motors, pumps, etc.) and guiding the analysis of good decision capital project options, including renovation or modernization.

The traditional method of assessing existing buildings and infrastructure (commonly known as the facilities audit) is limited to physical deficiencies in building and infrastructure systems, as well as necessary measure for compliance with applicable codes and conformance with the Americans with Disabilities act (ADA). The methodology should be used in integrating the Physical Condition Assessment with Functionality Assessment. The latter assessment comes from a user perspective, rather than from a building perspective, and is aimed at understanding how well the facility functions, its suitability for its current (or other) purpose, and its potential for alternate uses.

The two approaches are undertaken to constitute a comprehensive evaluation of facilities conditions and then are combined as follows:

- **Physical Condition Assessment:** Physical condition of the building and infrastructure system.
- **Functionality Assessment:** Functionality of the space for its intended programmatic purpose.
- **Imminent Health Hazard Identification Assessment:** Environmental conditions and impacts of all interior and exterior building materials used in the structure of the facility.

### 4. Purpose:

1. Verify accuracy and reliability of a space inventory for each center.
2. Provide an internal and external inspection of all facilities identifying physical and functional deficiencies.
3. This information should describe in full detail the problem(s), a solution and financial dollar value for the issue(s). This information will give an indication whether DoDE has the financial capacity to rectify the issue(s).
  - a. Substructure-Foundations, special foundations, slab on grade.
  - b. Shell Superstructure-Roofing, subflooring.
  - c. Exterior Closure-Exterior walls, exterior window, exterior doors.
  - d. Roofing-Roof coverings, roof coverings, roof openings.
  - e. Interior construction – ceiling, doors, Specialties.
  - f. Interior finishes- Wall finishes, floor finishes, ceiling finishes.
  - g. Plumbing – Fixtures Domestic water distribution, sanitary waste, rainwater drainage special plumbing systems.
  - h. HVAC- Energy supply, heating generating systems, cooling generating systems, distributions systems, terminal & package units, control & instrumentation, special HVAC systems & equipment, systems testing & balancing.



- i. Fire protection-fire protection & sprinkler systems, standpipe & hose systems, fire protection specialties, special fire protection systems.
  - j. Electrical -electrical services & distribution, lighting & branch wiring, communication & security systems, special electrical systems.
  - k. Equipment – commercial equipment, other equipment.
  - l. Special Construction – special structures, integrated construction, special construction systems, special facilities, special controls & instrumentation. This is also inclusive of old building materials that are no longer utilized and that lead to health carcinogens such as asbestos in the flooring, paint, and building materials.
  - m. Selective Building Demolition-building elements demolition, hazardous compounds abatement.
4. Defining regular and preventative maintenance requirements.
  5. Develop metrics for performance measures, e.g., Facilities Condition Index (FCI) and Facilities Quality Index (FQI).
  6. Identify capital renewal and replacement projects to reduce deferred maintenance backlog.
  7. Recommending elimination of conditions that are either potentially damaging to property or present safety hazards.
  8. Identify energy conservation and sustainability measures.
  9. Inventory accessibility and disabled person requirement.
  10. Develop cost estimates and schedules to correct deficiencies and for capital renewal or replacement, and renovation or modernization projects.

The integration of these elements will provide a comprehensive evaluation of existing facilities. As inputs to a Capital Facilities Project Plan, these elements will provide a broader set of decision options, including the following:

- Facilities renewal for individual condition deficiency remedial projects.
- More comprehensive renovation project, including work to correct subsystem condition deficiencies combined with improving functionality.
- A replacement project for the existing buildings.
- Demolition or disposal.

#### **Condition – Full Physical Condition Assessment:**

The physical condition assessment can be based on full detailed inspections. A thorough physical condition assessment report based on building inspections and data collection from other sources (interviews with maintenance staff, maintenance records, and feasibility studies), permits detailed cost estimating and project scheduling and recommendations on the facility as needing renovations, replacements and any hazardous clean up.

#### **Assessment Deliverables:**

The deliverables as described in the Scope of Work will be submitted on a flash drive with pictures that specify the deficiencies and how they meet or do not meet the building codes.

#### **Building Appraisals:**



- Identify and explain the chosen method of the appraisal of the buildings taking into consideration location, zoning, topography, access, public improvements, and all other factors.
- Inspect and photograph the property being appraised.
- Secure and evaluate information relating to land characteristics, zoning, access, utilities.
- Interview persons considered informed regarding the buildings including various DoDE employees.

**Appraisal Deliverables:**

Two (2) complete hard copy forms and a flash drive of the Appraisal Report for each facility, which includes the main building for Department of Diné Education and the Office of Diné School Improvement, which is across the street from DoDE.



**RFP Submittal Deadline:**

All RFP's must be received/mailed/or physically delivered by November 30, 2023, at 5:00 pm and must be mailed or physically delivered to:

Navajo Nation Department of Diné Education  
PO BOX 670  
Window Rock, AZ 86515

**Courier Service Delivery to:**  
Department of Dine Education  
Morgan Blvd  
Window Rock, AZ 86515

**SECTION II**

**The following documents are required and must be submitted:**

1. Navajo Nation Certification Regarding Debarment & Suspension (Attached)
2. Federal Form Tax W-9
3. Licensed, bonded, and current Certification of Liability Insurance.

**A. Proposal Format:**

1. Respondent(s) must indicate (On the Bid Package Envelope) if they are priority on or two vendors with the Navajo Nation.
2. **All Proposals must be typed on standard 8-1/2 x 11 paper and placed within a hard report cover (NO BINDERS) with tabs delineating each section.** Larger paper is permissible for charts, maps, or alike.
3. An original RFP response and three (3) copies must be provided in a sealed envelope.
4. The proposal must be organized and indexed in the following format:
  - a. A letter of Transmittal
  - b. Statement of Qualifications
  - c. Proposal on Contract approach
  - d. Proposed Cost **(Sealed in Separate Envelope)**
5. Each proposal must be accompanied by a letter of transmittal. The letter of transmittal must:
  - a. Provide background on company.
  - b. Identify the name of the person responding to the RFP.
  - c. Identify the name, title, and telephone number of person authorized to negotiate on behalf of the organization(s).
  - d. Identify the names, files, and telephone numbers of person to be contacted for clarification.
  - e. Explicitly indicate acceptance of the conditions governing this procurement.
  - f. Signed by the person responding to the RFP; and
  - g. Acknowledge receipt of all amendments to the RFP.
6. The respondent must submit a statement of qualifications to include:
  - a. A resume.



- b. Number of years of experience working with Navajo Nation government or other government entities.
    - c. Provide three (3) references. Each reference must include the name, address, and telephone number of a contact person who can describe in detail, the quality, quantity, and substance of services provided.
    - d. The respondent must provide a Certificate of Liability Insurance.
  7. Respondent must provide proposal on contract approach.
    - a. Provide in detail how they would accomplish the objectives described in the scope of work.
    - b. Provide number of employees in the company/organization.
    - c. Provide Resume & Credentials of each Employee including Certificates, Diploma and/or Degrees.
  8. Respondent must provide a DETAILED COST for all services.
- B. REJECTION OF PROPOSALS:** The Navajo Nation reserves the right to waive any informalities or irregularities in the RFP or reject any or all proposals whenever such rejection is deemed in the best interest of the Navajo Nation.
- C. PROCUREMENT OF RFP:** This procurement shall conduct in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation regulations prior to submitted responses to this RFP and may request a copy of the Navajo Nation procurement regulations from the Lead Contact at any time up to the Deadline for Proposals.
- D. INQUIRES:** Any inquiries regarding this RFP should be submitted in writing to Shayla Yellowhair. Only written responses to questions will be considered official. Questions will be directed to Shayla Yellowhair, 928-871-6420, email: [shaylayellowhair@nndode.org](mailto:shaylayellowhair@nndode.org) . Questions regarding this procurement will be accepted until 5:00 p.m. on November 28, 2023.
- E. AMENDED PROPOSALS:** A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacement for a previously submitted proposal and must be clearly identified in the transmittal letter.
- F. PROPOSAL SUBMISSION:** Proposal must be received on or before **5:00 p.m. November 30, 2023 at 5:00pm MST**. Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the date specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. **Late proposals will not be accepted.**
- G. REJECTION OF PROPOSALS:** Department of Diné Education reserves the right to reject any or all proposals. This RFP may be cancelled at any time and all proposals may be rejected in whole or in part when the DoDE Superintendent determines it is in the best interest of the Navajo Nation.
- H. PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each page of the proprietary material must be labeled or identified with the word “proprietary” or “confidential.”
- I. RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become property of the Navajo Nation and will not be returned to the respondent. Responses received will be



retained by DoDE and may be reviewed by any person after final selection has been made. DoDE has the right to use any or all system ideas presented in reply to this RFP. Disqualification or non-selection of a respondent or proposal does not eliminate this right.

- J. INCURRING COSTS:** Any cost(s) incurred by the respondent in preparing, transmitting, presenting, or modifying the proposal or material for this RFP shall be the responsibility of the respondent.
- K. SUFFICIENT APPROPRIATION:** A contract awarded because of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall affect such termination or reduction in scope. The DoDE Superintendent’s decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.
- L. EVALUATION PROCEDURES AND SELECTION CRITERIA:**
  - A. An evaluation team will evaluate the proposals received in accordance with the general criteria used herein. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.
  - B. Failure of a respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the respondent to the execution of a contract.
  - C. The sole objective of the review team will be to select the respondent who is most responsive to the needs of DoDE. The specifications in this RFP represent the minimum performance necessary for a response. Based on the evaluation criteria established in this RFP, the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the DoDE Superintendent may elect to evaluate the RFP solely.
  - D. Evaluation Criteria: The following criteria will be used by a review committee in the selection process for contract award.

**Initial Point Criteria:**

Criteria	Context	Points
Presentation of response	Completeness Clarity of Presentation Organization of Presentation Understanding DoDE Objectives	1-10 points
Statement of Qualifications	List of three (3) Client References	1-20 points
Technical Requirements	Project Description Projected accomplishments	1-20 points
Project Management	Project Management Experience Schedule/Project Plan Staff  Related Experience Education – Credentials	1-20 points
Navajo Nation vendor, Priority 1 or 2		1-10 points
Cost of Service		1-20 points
		Total possible points = 100





- M. PRIORITY ONE OR TWO:** Bidders will be required to mark on the outside of the sealed proposal package, their priority status under the Navajo Nation Business Opportunity Act. This is the bidder's responsibility to identify themselves as certified.
- N. STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations because of a proposal submitted in response to the RFP.
- O. TAX:** All appropriate taxes should be included in the cost of service including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Nation Sales Tax at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N. C §§601 et seq., and the Navajo Nation Sales Tax Regulations §§ 6.101 et seq., as amended from time to time, except that work performed within the To'Nanes'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the CONSULTANT is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C § 150 et seq.
- P. SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.

## ATTACHMENTS

Navajo Nation Certification Regarding Debarment, Suspension, and Contracting Eligibility

W-9 Form

**NAVAJO NATION CERTIFICATION**  
**Regarding Debarment, Suspension, and**  
**Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
  - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
  - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
  - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
  - D. Violated contract provisions, including:
    - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
    - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
    - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Name of individual signing on Applicant's behalf (print)

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Title of individual signing on Applicant's behalf

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Signature of individual signing on Applicant's behalf

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Date