



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskáądi Nitsáhákees **RICHELLE MONTOYA** *VICE PRESIDENT*

NAVAJO SPECIAL DIABETES PROGRAM
REQUEST FOR PROPOSALS
“SOLID WASTE COLLECTION & DISPOSAL SERVICES”
BID #: 24-02-3240LE
DUE DATE: February 23, 2024

The Navajo Special Diabetes Program (NSDP) is soliciting proposals for the collection, transport, and disposal of Solid Waste for seven (7) NSDP Service Area Offices on the Navajo Nation for a multi-year period (2024-2025). NSDP invites service providers to submit proposals responsive to the specific requirements set forth in the request for proposals (RFP).

Each proposer shall conduct its own examination, investigation, and research regarding the proper method of performing the work, all conditions affecting the work to be done, labor, equipment and materials, and the quantity of work to be performed. By executing the contract, the successful proposer will expressly represent that it has satisfied itself through its own investigation and research regarding all such conditions. The successful proposer’s decision to enter the contract is based upon such investigation and research, and the proposer is not relying on any representations made or information provided by the NSDP. By submitting a proposal, each proposer represents that it shall make no claim against the NSDP because of any estimates, statements, or interpretations made by any officer or agent of the NSDP that may prove to be erroneous in any respect.

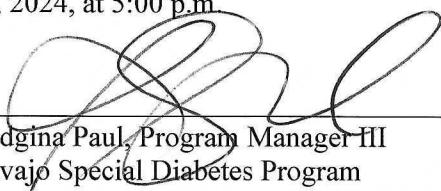
The successful proposers will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high-quality work. The NSDP intends to award a multi-year contract to the proposer that can establish a contractual relationship with a qualified proposer capable of best providing the NSDP with quality solid waste disposal services as further described in this RFP.

The proposal format should 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) a copy of the Business License and Certificate of Liability Insurance.

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 should be submitted in a *sealed envelope* labeled “**SOLID WASTE COLLECTION AND DISPOSAL SERVICES - DO NOT OPEN,**” to: Attn: Lorita Etsitty, Buyer, Navajo Nation Purchasing Service, 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 at www.nnooc.org link: Purchasing. If you have any questions regarding this RFP, call 928-871-6532 or email: rodgina.paul@navajo-nsn.gov.

The Navajo Nation reserves the right to reject any and all proposals not within the projected budget and may elect to award the contract not solely based on the bid amount but on the bidders’ qualifications. Proposals are due by February 23, 2024, at 5:00 p.m.


Rodgina Paul, Program Manager III
Navajo Special Diabetes Program

Date: February 08, 2024

REQUEST FOR PROPOSALS
“SOLID WASTE COLLECTION & DISPOSAL SERVICES”
BID NO. 24-02-3240LE

PURPOSE

The Navajo Special Diabetes Program (NSDP) is soliciting proposals for the collection, transport, and disposal of Solid Waste for seven (7) NSDP Service Area Offices on the Navajo Nation for a multi-year period (2024-2025). NSDP invites service providers to submit proposals responsive to the specific requirements set forth in the request for proposals (RFP).

PROPOSAL SUBMITTAL REQUIREMENTS

To be considered, each bidder must submit a response to this Request for Proposal (RFP) and respond to the SELECTION CRITERIA identifying an understanding of the services requested. The proposal must be signed, in ink, by an official authorized to bind the bidder to its provision.

Proposals must be marked as “**SOLID WASTE COLLECTION AND DISPOSAL SERVICES – DO NOT OPEN**” and must be received by February 23, 2023, at 5:00 pm. The bidder is responsible for the timely receipt of their proposal by the Navajo Nation Purchasing Service Department. Bid documents and supplemental information regarding the project will be available online at www.nnooc.org link: Purchasing. Late or faxed proposals will not be considered.

The content of this RFP, its attachments, the proposal and any mutual understandings resulting from oral presentations will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of a proposed contract. NSDP further reserves the right to interview the key personnel assigned by the successful bidder to this project. NSDP reserves the right to reject any and all proposals.

NONDISCRIMINATORY PRACTICES

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4, the NSDP hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, or national origin for an award.

LIABILITY

NSDP assumes no responsibility or liability for costs incurred by the contractor prior to the signing of an agreement. Total liability of NSDP is limited to the terms and conditions of any contract resulting from this RFP.

INDEMNIFICATION

The contractor shall indemnify and hold harmless the NSDP and its agents and employees, from and against all claims, damages, losses, and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the services required by the contract, provided that any such claim, damage, loss or expense: 1) is injury to or destruction of tangible property (*other than the work itself*), including the loss of use resulting there from; and 2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the contractor and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

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

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.

GENERAL PROPOSAL REQUIREMENTS

The proposals shall include the following:

- Name of firm or company, business address, name of contact person, telephone number, fax number and email address (*if applicable*).
- Price of service per facility and aggregate.
- Reference s, especially government organizations, preferably governmental entities in Arizona or New Mexico;
- Description of your firm, personnel and services provided.
- Reason(s) why you believe your firm should provide these services to NSDP.
- Copies of all applicable licenses and insurance certificate (*i.e., worker's compensation, general liability, unemployment compensation, etc.*).
- Any other pertinent information that you believe will assist NSDP in understanding your company and assurances if awarded the contract, i.e., most recent financial statement, bonding certificate.
- Changes made to the RFP as the result of a response by NSDP, to questions or concerns raised through correspondence with prospective bidders, will be in writing and provided to each bidder.
- All information contained in a proposal is subject to disclosure.

SELECTION CRITERIA

Responses to this RFP will be evaluated based upon the following factors as presented to the bid proposals:

Capability, Qualifications and References – (30%)

- The written proposal should indicate the ability of the contractor to meet the terms of the RFP.
- The written proposal should indicate the competence of personnel whom the bidder intends to assign to the project.
- Qualifications will be measured by training and experience, with particular reference to work experience in facilities of equal or greater size to that described in the RFP.
- Emphasis will be placed upon the qualifications of bidder's project manager.

Method of Approach – (20%)

- This factor will be judged based upon the Work Plan provided in the Proposal.

Price - (50%)

- This factor will be based on the total cost and the per hour rate of the service.

QUESTIONS

Questions should be directed to:

Rodgina Paul, Program Manager III
Navajo Special Diabetes Program
P O Box 3748
Window Rock, Arizona 86515
Email: rodgina.paul@navajo-nsn.gov
Telephone: 928-871-6532
Fax: 928-871-6543

Navajo Special Diabetes Program Service Area Office Locations and Contact Listing:

Office Locations: _____ Contact Person: _____ Telephone #: _____

Chinle NSDP Office	Judith Jake	928-674-2422
Crownpoint NSDP Office	Sylvia Billie	505-786-2372
Dilkon Wellness Center	Garrett Tsosie	928-657-8119
Kayenta NSDP Office	Joan Gray	928-697-5670
Tecnospos Wellness Center	Charlene Begay	505-612-9127
Tuba City Wellness Center	Joan Gray	928-707-0742
Window Rock Wellness Center	Rodgina Paul	928-871-7870

SCOPE OF SERVICES:

- Contractor will collect all properly prepared waste from each Service Area Office and Wellness Center on the designated collection day.
- Contractor is also required to offer subscription/ elective recycling services, which shall include single stream or card board collection, for businesses with the NSDP.
- Contractor shall handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each location, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow.
- Contractor shall make collections with minimal noise disturbance in a sanitary manner.
- Contractor's employees shall pick up trash, or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any leaking fluids from the trucks of the Contractor shall be cleaned up within 24 hours, and notification must be sent to the NSDP's staff member in charge of the contract.
- Collection Equipment Contractor shall keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor. Any equipment not functioning properly shall be replaced or repaired before returning to operations.
- All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the garbage or recycling to be collected for the residential or commercial premises within 24 hours after complaint has been received.
- Contractor shall submit to the NSDP on a monthly basis the report of missed collections, either solid waste or recycling. NSDP's goal is the resolution of 99% of all complaints within 24 hours of the complaint.
- Contractor shall be responsible for invoicing each commercial business offices monthly.
- Contractor shall assign a qualified person or persons to be in charge of its operations within the NSDP and will provide the name, address and telephone numbers of such person to the NSDP.
- All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor shall be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner.
- Contractor will offer NSDP new trash container bins. The carts and bins will be at no additional cost to NSDP. All equipment will bear the hot-stamped name and logo of the contractor. All garbage and collection equipment will be maintained in good repair and appearance. The container will remain the property of the Contractor who will be responsible for replacing faulty or damaged bins.

GENERAL CONDITIONS

In the event the premises specifically described herein are partially destroyed or damaged so that they are not sued in whole or part, the fees set forth in the contract shall be proportionately reduced based on the remaining duties and functions described in the Schedule of Duties.

- Insurance required during entire length of agreement is as follows:
 1. Worker's Compensation coverage per statutory requirements
 2. Liability coverage as follows:

Bodily Injury Property Damage: \$1 million per person \$1 million each accident
\$1 million each aggregate \$1 million aggregate

- The contractor shall comply with any and all rules and regulations established by the Navajo Nation regarding security, building use, and conduct of the contractor's employees on NSDP's premises.
- The contractor shall have a designated agent on the premises to provide adequate and continuous supervision at all times that its employees are working.
- The contractor shall promptly remove any of its employees who, in the judgment of NSDP, either has performed his/her duties unsatisfactory or has violated the agreement.
- In the event activities are scheduled or occur on the premises, which interfere with the contractor's normal cleaning schedule, the contractor shall rearrange such schedule so that the work is performed before, and/or after the activity. The contractor is not required to rearrange work to be performed on Saturday, Sunday or holidays.
- The contractor, including all outside contractors, shall comply with all NSDP and NNOSHA safety policies.
- The agreement shall not be automatically renewed. Termination of agreement shall be for any reason by either party with a sixty (60) day written notice.
- Contract shall be for a two-year period.

SUMMARY

This RFP is designed to allow qualified service providers to demonstrate their capability of providing solid waste collection and disposal services to NSDP.

- Three copies of completed proposals must be received, including the full fixed Cost of service no later than 5:00 p.m. on February 23, 2024.

Proposals must be addressed in the following manner:

Attn: Lorita Etsitty, Buyer

BID NO. 24-02-3240LE

Navajo Nation Purchasing Services

Administration Building #1, Window Rock Blvd., Window Rock, Arizona,
or mailed to P.O. Box 9000, Window Rock, Arizona 86515.

Format: Proposals should be 8 1/2 inches x 11 inches, bound in a single document and organized in sections following the other specified under contents.

Contents: Proposal shall contain the following information:

A. PROJECT APPROACH

Describe your understanding of NSDP's needs, considering the required features listed by NSDP. Identify the system your firm can provide to meet the requirements. Identify the infrastructure needed to support the features of the new system you propose.

B. FIRM DESCRIPTION

Provide a description of your firm and list relevant information about capabilities, rate of services, and length of time in existence.

C. RELEVANT EXPERIENCE

Describe relevant experience establishing phone and voicemail systems for other municipalities or similar size organizations.

D. KEY PERSONNEL QUALIFICATIONS

Identify key personnel assigned to the project, their respective roles, and a synopsis of their relevant experience.

E. REFERENCES

List of public agencies or clients for whom similar work has been performed. Provide the name, title and phone number of a contact person. NSDP may request a copy of a similar plan prepared by your firm for another client.

F. SCHEDULE OF CHARGES

Provide a complete fee schedule with hourly billing rates for all who will work on the project. Include charges for installation, equipment, and customer service support, job descriptions for personnel, and projected timeline to complete the installation and training.

G. INSURANCE

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work. The cost of such insurance shall be included in the contractor's proposal.

OTHER CONSIDERATIONS

NSDP reserves the right to reject any and all proposals. This Request for Proposals does not commit NSDP to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

NSDP reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of NSDP to do so. NSDP may require the selected bidders to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

ATTACHMENTS:

- W-9 Form
- NN 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 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. <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) ▶ _____	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>
	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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-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, 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