

**NAVAJO NATION, DEPARTMENT OF DINE' EDUCATION
Navajo Head Start**

HVAC Services – New Mexico

RFP BID NO: 25-01-3536LE

PROPOSAL DUE DATE: January 31, 2025
DESCRIPTION: HVAC Services – New Mexico
CONTACT PERSON: Lavine J. Roan, Principal Contract Analyst
Phone: 928-871-7061

~ RETURN PROPOSALS CLEARLY MARKED ~

“DO NOT OPEN: – RFP# 25-01-3536LE HVAC Services – New Mexico

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

SECTION I

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 of services required in this RFP.

Navajo Head Start is seeking proposals from qualified firms and/or individuals to provide HVAC services for units, air vents and duct services for Head Start Centers located in the State of New Mexico.

Any upgrades will be required to comply with the Head Start Performance Standards, Model Tribal Head Start Health and Safety Codes, OSHA standards and other applicable building and safety codes to ensure the health and safety of all building occupants.

Scope of Work:

The contractor shall provide personnel who have been fully trained in all phases of HVAC, air vents and duct systems operation, maintenance, adjustment, and repair. Contractor's personnel should also have familiarity with all types of components including controllers, electrical components, general preventative maintenance, repairs, and new installations of a variety of brands and models.

Head Start Centers located in New Mexico:

SHIPROCK, NM		CROWNPOINT, NM	
District 1		District 2	
1	Crystal	1	Baahaali I
2	Nageezi	2	Baahaali II
3	Newcomb	3	Church Rock
4	Red Mesa (UT)	4	Crownpoint I
5	Red Valley	5	Crownpoint II
6	San Juan	6	LittleWater
7	Sanostee	7	Pinedale
8	Shiprock I	8	Pueblo Pintado
9	Shiprock II	9	Red Rock
10	Tohatchi	10	Smith Lake
11	Twin Lakes	11	Standing Rock
12	Upper Fruitland	12	Thoreau
13	Nenahnezad	13	Torreón
		14	Tsayatoh
		15	Nahodishgish

The contractor and staff shall have expertise and experience in HVAC management to include the following but not limited to:

Assessments and approvals needed for Head Start sites:

1. Complete an assessment on the condition of all HVAC units, air vents and ducts.
2. Upgrade and install HVAC units and the repair/replacement/cleaning of air vents and ducts that all applies to code and compliance standards, upon NHS approval.
3. Provide a scope of work and quote needed for all repairs.
4. Ensure a work order is provided by the Navajo Head Start Facility Support Service Coordinator before services are started.
5. All parts and supplies should be properly disposed in accordance with EPA regulations, upon approval of Navajo Head Start.

Work:

6. Provide routine preventative HVAC maintenance services including air vents and duct services.
7. Major and minor repairs on the HVAC, air vents and duct systems.
8. Provide services when needed.
9. Provide new materials used on all HVAC, air vents and duct systems and shall be free of defects and pass inspection.
10. Provide labor, supplies, parts, and equipment for the HVAC, air vents and duct services.
11. Provide a schedule and detail of each location within the district of what needs repairs and upgrades.
12. Provide a timeline of when work is complete longer than 24 hours, dependent upon the supplies needed for the work.
13. Provide start up and inspections before start of services and after services have been completed.
14. Provide a sticker for HVAC system to verify service date.
15. Routine maintenance and repairs shall be done in accordance with federal and Navajo Nation regulations and codes.
16. Services to be performed and completed in accordance with industry acceptable standards.
17. Ensure work order is signed and returned to the Navajo Head Start Facility Support Service Coordinator.
18. Warranty Service: Extended warranty parts and labor (define maximum number of years available).
19. Dispose of all hazardous materials when repairs or changing any HVAC units.
20. Must comply with all Federal and Navajo Nation Regulations.
21. All Contractor personnel shall have a written Work Order with approval signature(s) of the NHS authorized representative in accordance with the Navajo Nation Policies.
22. **When a project is completed, a “detailed” delivery ticket shall be filled out and obtain a signature from an NHS representative at the Head Start center “PRIOR” to final invoice.**
23. **Contractor shall be responsible to have the unit(s) running efficiently at the final walk-through with a NHS Director or NHS Assistant Superintendent.**

24. All Work Order(s) shall be coordinated with and approved by NHS Finance section with Principal Contract Analyst or Director of Financial Services.

Payments:

25. Provide equipment, parts, and labor for all Head Start Centers.
26. Invoice Navajo Head Start Central Office under this contract.
27. Understands that additional Head Start centers may become operational or closed within the contract period. Contract can be amended to address additional or decrease of Head Start centers as necessary.
28. Ensure service cost such as labor, travel time, mileage, parts, and supplies are reasonable and are for the work completed for the applicable Navajo Head Start facilities.
29. Each scope of work shall include all applicable taxes associated with each project that include 6% taxes for the Navajo Nation and 7% taxes for Tuba City.
30. Contract is subject to availability of funds.

RFP Submittal Deadline:

All RFP's must be received/ mailed / or physically delivered on or before **January 31, 2025, at 5:00 p.m.**

and must be mailed or physically delivered to:

Navajo Head Start
Attention: NHS Finance Section
Post Office Box 3479
Window Rock, Arizona 86515

Courier Service/Delivery to:
Navajo Head Start
Attention: NHS Finance Section
SW Corner of Route 12 &
Highway 264, Suite #2A
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 (Attached)
3. Licensed, bonded, and current Certificate of Liability Insurance.
4. ACH Form

5. Cost of Services and goods, including applicable federal and local taxes.

A. Proposal Format:

1. Respondent(s) must indicate (**On the Bid Package Envelope**) if they are priority one or two vendor with the Navajo Nation.
2. All proposals must be typewritten 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 the like.
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 numbers 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.
7. Respondent must provide proposal on contract approach.
 - a. Provide in detail how vendor 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 for this RFP.
- 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 be conducted 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 submitting responses to this RFP and may request a copy of Navajo Nation procurement regulations from the NHS Principal Contract Analyst at any time up to the Deadline for Proposals.
- D. INQUIRIES:** Any inquiries regarding this RFP should be submitted in writing to Lavine J. Roan, Principal Contract Analyst, Principal Contract Analyst. Only written responses to questions will be considered official. Questions will be directed to Lavine J. Roan at 928-871-7061 or email: lavineroan@nndode.org. **Questions regarding this procurement will be accepted until 5:00 p.m. on January 29, 2025.**
- D. AMENDED PROPOSALS:** A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement for a previously submitted proposal and must be clearly identified in the transmittal letter.
- E. PROPOSAL SUBMISSION:** **Proposal must be received on or before January 31, 2025 at 5:00 p.m.** 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.**
- F. REJECTION OF PROPOSALS:** NHS reserves the right to reject all proposals. This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the NHS Assistant Superintendent determines it is in the best interest of the Navajo Nation.
- G. 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”.

H. 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 NHS and may be reviewed by any person after final selection has been made. NHS 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.

I. 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.

J. SUFFICIENT APPROPRIATION: A contract awarded for 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 NHS Assistant Superintendent's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.

K. EVALUATION PROCEDURES AND SELECTION CRITERIA.

1. 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.
2. 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.
3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of NHS. 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 NHS Assistant Superintendent may elect to evaluate the RFP solely.
4. Evaluation Criteria: The following criteria will be used by a review committee in the selection process for contract award.

Initial Point Criteria:

a. **Presentation of Response:**

- Completeness
- Clarity of Presentation

- Organization of Presentation
 - Understanding of NHS Objectives. 1-20 points
- b. **Statement of Qualifications:**
- List three (3) Client References 1-20 points
- c. **Technical Requirements:**
- Project Description
 - Projected Accomplishments. 1-20 points
- d. **Project Management:**
- Project Management Experience
 - Schedule and Project Plan
 - Staffing
 - Related Experience and Education Credentials. 1-20 points
- e. **Cost of Services** 1-20 points

Total possible points = 100 points

- L. 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.
- M.** Contractor shall comply with Federal Awards Guidelines:
- a. §200.330 - Reporting on real property.
 - b. §200-331 – Subrecipient and Contractor determinations.
 - c. §200.338 – Restrictions on public access to records.
- N. TAX:** All appropriate taxes should be included in the cost of services including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo 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’Nanees’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.
- O. SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.

SECTION III

A. 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 of services required in this RFP.

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