



DIVISION OF NATURAL RESOURCES

NAVAJO NATION DIVISION OF NATURAL RESOURCES - ADMINISTRATION

REQUEST FOR PROPOSAL

BID NO. 25-02-3574SB

PORTABLE RESTROOMS

INTRODUCTION.

The Navajo Nation Division of Natural Resources (DNR) is responsible for the protection, restoration, conservation, management, and sustainable development of Navajo natural and cultural resources of the Navajo Nation.

DNR hosts large-scale fair events, cultural, and sporting events throughout the year, with the most notable being the Navajo Nation Fair, including the newly established “Home of the Navajo,” Professional Rodeo. Each of these celebrations will have as many as 100,000 attendees with multiple entertainment events and venues.

DNR is seeking Portable Restroom Services for all needs and aspects of the Home of the Navajo PRCA Rodeo scheduled for May 30 – June 2, 2025, and the 77th Navajo Nation Fair scheduled for September 3-7, 2025 (the Event). The selected vendor will be responsible for ensuring the availability and cleanliness of Portable Restrooms adequate for all attendees, employees, and personnel during the events.

A qualified Portable Restroom Services vendor must have several years of experience in this business area. The Vendor must also have the qualifications and credibility to provide these services with dependable experience. The Vendor may include subcontracting with other small businesses and individuals for amenity servicing and provision of additional support to facilities.

The Portable Restroom Company should be a Navajo-owned, Priority One Certified Business in accordance with the Laws of the Navajo Nation. This RFP is issued under and pursuant to the laws of the Navajo Nation, including the Navajo Nation Procurement Act, and the Navajo Nation Sovereign Immunity Act.

PURPOSE/SCOPE/PROJECT DESCRIPTION.

DNR is soliciting bid proposals from qualified Portable Restroom Vendors with expertise in all phases of providing Portable Restrooms for the Navajo Nation “Home of the Navajo” PRCA Rodeo and 77th Navajo Nation Fair. The Rodeo events will be held at the Navajo Nation Fairgrounds in Window Rock, Arizona.

SCOPE OF WORK.

The Scope of Work for this project includes all aspects of portable restroom services for the Events, including the following:

1. Reservation and provision of 40 portable restrooms for Home of the Navajo PRCA Rodeo (the Event), and 70 portable restrooms for the 77th Navajo Nation Fair (standard ADA-compliant), handwashing stations, gray water tanks, and black water tanks as needed for the three-day event.
2. Provision of the required number of sanitation supplies/cleaning products for the allocated units, including toilet paper, soap, toilet seat covers, hand sanitizer, and paper towels.
3. Provision of expedient, continuous, and overnight cleaning services as needed for the Pro Rodeo and Navajo Nation Fair event, which will include removal of sewage from full units as needed.
4. Delivery and removal of all units to the designated locations in advance of and after the scheduled Event.
5. Consultation with the DNR regarding recommendations for each event, if more or fewer units may be needed in relation to expected attendance. (See Attached, Event Agenda)

DNR intends to award the contract to the vendor that can best provide DNR with quality services as further described in this Request for Proposals (RFP).

SEQUENCE OF EVENTS.

This section contains the procurement schedule, an explanation of procurement events, and the general requirements governing this procurement. This RFP states the instructions for submitting bids, the procedure, and criteria by which a vendor may be selected and the contractual terms by which DNR intends to govern the relationship between it and the selected vendor.

All parties shall respond to the following Time Schedule and time deadlines:

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|----|-------------------------------------|--------------------|
| 1. | RFP Issued | February 10, 2025 |
| 2. | Proposal Due Date (5:00 P.M. – MST) | February 21, 2025 |
| 3. | Bid Opening (1:15 P.M. – MST) | February 25, 2025 |
| 4. | Proposal Evaluation and Selection | February 25, 2025 |
| 5. | Notice of Award to Vendor | February 27, 2025. |

RESPONDENT REQUIREMENTS FOR THIS RFP.

Each Bidder shall submit their bid proposal in the format supplied in this bid package, with the required attached specifications. Each proposal shall be sealed in an envelope marked – “PROPOSAL FOR HOME OF THE NAVAJO PRCA RODEO and 77th NAVAJO NATION FAIR: PORTABLE RESTROOMS – DO NOT OPEN.” In addition, Bidder must visibly mark “PRIORITY 1,” “PRIORITY 2”, or “Non-Priority Status” on the envelope, as applicable, required under the Navajo Nation Business Opportunity Act. All parties responding to this bid are instructed to submit or send five (5) proposals (1 original and 4 copies) to the person and address provided herein.

1. **Statement of Qualifications:** Bidder’s Statement of Qualifications should clearly and accurately demonstrate the company’s capabilities to execute Portable Restroom services.
 - a. **Certifications/Licenses.**
 - b. **Cover Letter.**
 - c. **Price Proposal:** In separate sealed envelopes, provide two (2) complete copies of your fee proposal with “PORTABLE RESTROOM PRICE PROPOSAL – Bidder Name” marked on the outside of the envelope.
 - d. **Experience and Resources:**
 - i. Adequately describe your company and its capabilities. Identify specific members of the project team who will be providing services to the DNR.
 - ii. Include the company name, contact name, e-mail address, and telephone number of organizations or businesses for which similar work has been performed within the past five (5) years.
 - e. **Past Projects:** Include a list of projects completed with comparable size, scope, and complexity.
2. The Navajo Business Opportunity Act (5 N.N.C. §§ 201-205), the Navajo Business and Procurement Act (12 N.N.C. §§ 1501-1516), Navajo Nation Procurement Act (12 N.N.C. §§ 301-371), and the Navajo Preference in Employment Act (15 N.N.C. §§ 601 et seq.), with all implementing regulations, will apply.
3. DNR reserves the right to request clarification of information submitted, and to request additional information from any proposer. DNR also reserves the right to request an interview, if necessary.

DEFINITION OF PARTIES. The Navajo Nation DIVISION OF NATURAL RESOURCES – ADMINISTRATION will hereinafter be referred to as the DNR. Respondents to the RFP shall be referred to as “Bidders.” The Bidder to whom the contract is awarded shall be referred to as the “Contractor.”

QUESTIONS AND CLARIFICATIONS. Between the time of issuance for this RFP, prospective Bidders are encouraged to call or e-mail the DEPUTY DIVISION DIRECTOR concerning any questions about the scope of the project or the RFP Time Schedule.

RFP AMENDMENTS. Should any amendments change or substantially clarify the RFP, they shall be forwarded by addenda to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the addenda. The DNR will not be bound by oral responses to inquiries or written responses other than addenda.

COSTS OF PREPARATION. Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

SUB-CONTRACTING. The selected Bidder is authorized to subcontract a portion of the awarded agreement to a subcontractor. All subcontracts shall not exceed more than fifty percent (50%) of the awarded agreement.

DEBARMENT. Submission of a signed bid in response to this solicitation is a certification that the Bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Tribal, State, or Federal Department or Agency. Submission is also an agreement that the DNR will be notified of any change in this status.

INSURANCE COVERAGES. A person or entity that has been awarded a contract shall obtain and maintain adequate insurance coverages as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for entire term of the Contract. The insurance coverages shall name the Navajo Nation as an additional insured as specified by the RMP: a) Commercial General Liability Coverages, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; b) Auto Liability minimum limit of \$1,000,000 per accident and shall include non-owned autos; c) Workman’s Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000; and d) the Navajo Nation shall be named as additional insured for general and auto liability coverages only. All coverages shall include a waiver of subrogation. All coverages shall be primary and the Navajo Nation’s coverage non-contributory.

All coverages should include a waiver of subordination. All coverages should be primary and the Navajo Nation’s coverage non-contributory.

The selected Bidder shall furnish one copy of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the DNR, such limits shall be certified and shall apply to the coverage afforded DNR under the terms and conditions of the contract as though required and set forth in the contract. The selected Bidder shall furnish to DNR copies of any endorsement that is subsequently issued amending coverage of limits.

Approval of Insurance: Even though a “Notice to Proceed” may have been given by DNR, the selected Bidder shall not begin work under a contract issued from this RFP, or solicitation until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the Navajo Nation Department of Insurance Services and DNR. Neither approval, nor failure to approve, certificates, policies, or insurance by DNR shall relieve the selected Vendor under this RFP from full responsibility to maintain the required insurance in full force and effect.

INDEMNIFICATION. To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Bidder shall indemnify and hold harmless the Navajo Nation and its officials, employees, and other agents from and against any and all claims, liens, or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions, and performance under the contract. The Bidder further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, tribal, county, city, or other applicable laws, bylaws, ordinances, or regulations by the successful Bidder, its agents, associates, or employees.

The indemnification provided above shall obligate the selected Bidder to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.

The award of this Contract to the selected Bidder shall obligate the Vendor, and its subcontractors, to comply with the foregoing indemnity.

ERRORS. Bids may be withdrawn or amended by the Bidder at any time before the Bid Opening. After the Bid Opening, bids may not be amended. If an apparent low Bidder has made a significant mistake, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error was made, the unit price will prevail.

NAVAJO NATION SALES TAX. All work performed within the NAVAJO NATION is subject to the 6% Navajo Sales Tax. On the invoice, Contractor shall identify the physical location of all work performed. The Navajo Nation shall withhold, from each payment to the Contractor, 6% of the TOTAL invoice amount associated with work performed on the Navajo Nation. This amount reflects the Sales Tax due on such invoice amount. This 6% shall be transferred to the Office of the Navajo Tax Commission ("ONTC") for the account of the Contractor. The Contractor will then indicate on the quarterly tax return required under the Navajo Sales Tax that this amount has previously been paid to the ONTC. It is hereby acknowledged that withholding the amount pursuant to this section in no way removes responsibility from the Contractor as a taxpayer for the timely filing of tax returns and timely payments of any amounts which may be owed for taxes. GSA products are not subject to the Navajo Sales Tax.

TERMINATION. This RFP may be canceled at any time, and all statements may be rejected in whole or in part, when the DNR Division Director or Deputy Division Director determines such action to be in the best interests of the DNR.

SUFFICIENT APPROPRIATION. Any contract awarded because of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the selected Bidder will affect such termination. The DNR's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the DNR, which shall be final and binding upon the selected Bidder. If the determination is made that there is insufficient funding to continue or finalize a project, the selected Bidder will be compensated to the level of effort performed, as authorized by the DNR Division Director or Deputy Division Director prior to that determination.

PROPOSAL EVALUATION. The Selection Committee will review each Bidder's Statement of Qualifications proposal. During the evaluation process, the Division of Natural Resources reserves

the right to request additional information or clarification from Bidders or to allow corrections of errors or omissions.

NOTICE OF ETHICS LAWS. The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities, and kickbacks.

AWARD OF BID; REJECTION OF BID. DNR reserves the right to reject any or all bids, or to accept any bid that, in its judgment, will be in the best interests of the Navajo Nation. It is the intention to award the contract to the lowest responsible Bidder, who best meets the requirements of the DNR. Scholarships, donations, or gifts to the DNR will not be considered in evaluating bids.

CRITERIA FOR SELECTION: Bidders are advised that only complete bids for all line items specified will be accepted. Partial or incomplete bids will void the proposal in its entirety. Each proposal will be reviewed, and a determination will be made based on the following factors:

EVALUATION CRITERIA – 30 POINTS MAXIMUM.

1. Ability to perform all functions necessary in executing a Portable Restroom service for the Home of the Navajo PRCA Rodeo and associated events. – **10 Points.**
2. Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past. – **10 Points.**
3. Cost – **10 Points.**

DNR reserves the right to interview respondents if deemed necessary due to tied scores or other legitimate matters. This may entail a presentation from the respondent for clarification and/or details on requested work products or other requirements. The presentation will be scheduled in Window Rock, AZ, if necessary. It is DNR's intention to award one (1) contract to provide all services as specified.

ALL PARTIES RESPONDING TO THIS RFP ARE INSTRUCTED TO SUBMIT A SEALED BID PACKAGE TO THE FOLLOWING ADDRESS:

ATTN:

Immanuel H. Charley, Deputy Division Director
HOME OF THE NAVAJO PRCA RODEO and 77TH ANNUAL NAVAJO NATION FAIR
SECURITY SERVICES, RFP No. _____

Deliver to:

Navajo Nation Division of Natural Resources – Administration
Executive Office, South 100 Parkway Building #1-2636
Window Rock, AZ 86515

OR Mail to:

Navajo Nation Division of Natural Resources – Administration
P.O. Box 3330
Window Rock, Arizona 86515

Contact Person:

Immanuel H. Charley, Deputy Division Director
e-mail: harlan.charley@navajo-nsn.gov
phone: (928) 871-6592 or 6593

All responses to this bid shall be sent or hand delivered in a sealed envelope, including a return address, and clearly marked. Questions regarding this procurement will be accepted until February 20, 2025. Any attempt by a Bidder to contact a member of the DNR staff outside the RFP Process to gain knowledge or an advantage may result in disqualification of Bidder.

The Navajo Nation reserves the right to waive any informalities or irregularities in this RFP or reject any or all proposals whenever such rejection is deemed to be in the best interests of the Navajo Nation.

AGREEMENT TERMS AND CONDITIONS. The Navajo Nation is not bound to enter a contract under this RFP and may issue a subsequent RFP for the same services. The Navajo Nation is a sovereign government, and all contracts entered as a result of this RFP shall comply with Navajo Nation laws, rules, and regulations, including the Navajo Preference in Employment Act (15 N.N.C §§ 601 et seq.), and applicable federal and state laws, rules, and regulations. Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity.