SECTION I

INFORMATION ONLY, A RESPONSE TO THIS SECTION IS NOT REQUIRED

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Telecommunication & Utilities (NNTU), Division of General Services, Navajo Nation, P.O. Box 2928, Window Rock, Arizona. The contact person for this RFP is Ms. Veronica Laughter, Program Manager I, NNTU.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

D. **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 NNTU Program Manager at any time up to the Deadline for Proposals.

E. SCHEDULE OF ACTIVITIES:

DEADLINE:

1.	Public Advertisement	July 3, 2024
2.	Proposals will be sent to vendors on our current listing	July 3, 2024
3.	Prospective respondent's written question deadline	
	(No questions accepted after this date)	July 15, 2024
4.	Email responses to bidders for all questions	July 16, 2024
5.	Due date for proposals	July 19, 2024
		4 p.m. MDST
6.	Opening of proposals and evaluation by	
	Review Team or Program Manager	July 22, 2024
7.	Award date for contract	August 01, 2024
	Pending Legislative Review-164 process	

REQUEST FOR PROPOSAL

COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED ABATEMENT SERVICES-BID NO. 24-06-3388GC

- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Veronica Laughter, Program Manager I, NNTU at <u>veronica.laughter@navajo-nsn.gov</u>. No inquiries will be accepted after the inquiry deadline listed in section E.
- G. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before **4:00 p.m.**, **July 19, 2024** (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time 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 proposal will not be accepted.
- I. **FOUR SETS OF PROPOSAL ARE REQUIRED:** Four sets of the proposal must be delivered in a sealed envelope. –NOTE: Please Mark on the outside of the envelope-Commercial Outdoor Landscaping, Ground Maintenance, & Weed Abatement Service Proposal and Bid Number No. **24-06-3388GC** and the name and address of the firm submitting the proposal.

Proposal Format:

- a. Statement of Qualifications of service provider in performing the services sought
- b. Response to Scope of Work
- c. Schedule for maintenance
- d. List of similar services provided to other business customers on Navajo Nation in proportion to requested Scope of work.
- e. Cost proposal (<u>Cost for service should be in separate sealed envelope and will not be opened until bidder has met minimum requirements set by this proposal.</u> Failure to do so will be deemed non-responsive.)
- f. The proposal must be visibly marked on the outside of the proposal package, if applicable the offeror's priority status under the Navajo Nation Business Opportunity Act. It is the responsibility of the offeror to identify themselves as certified under the Navajo Nation Business Opportunity Act.

J. SUBMISSION OF FORMS:

Upon notification of award, the successful bidder shall complete and provide the attached forms to the issuing office.

- W-9
- Navajo Nation Debarment & Suspension Form
- K. **PROCESSING OF PAYMENTS:** The payment procedures established by the Navajo Nation Division of Finance shall be adhered to and are to begin when Goods and/or Services are delivered and accepted.

- L. **REJECTION OF PROPOSALS:** NNTU reserves the right to reject any and all proposals. This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the NNTU Program Manager determines it is in the best interest of the Navajo Nation.
- M. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each and every page of the proprietary material <u>must be</u> labeled or identified with the word "proprietary".
- N. **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 NNTU and may be reviewed by any person after final selection has been made, subject to paragraph K above. NNTU has the right to use any or all system ideas presented in reply to this RFP, subject to limitations in paragraph K above. Disqualification or non-selection of a respondent or proposal does not eliminate this right.
- O. **INCURRING COSTS:** NNTU is not liable for any cost by the respondents prior to issuance of a contract.
- P. **ACCEPTANCE TIME:** NNTU intends to make a vendor selection within (5) working days after the closing date for receipt of proposals.

Q. SUFFICIENT APPROPRIATION:

A contract awarded as a result 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 NNTU Program Manager's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.

R. **JOINT PROPOSALS OR SUBCONTRACTING:** Joint proposals are prohibited. Responding bidders are prohibited from subcontracting to third party to perform the scope of work. Responding bidders' main business should be centered around landscaping, weed abatement and maintenance of grounds.

S. EVALUATION PROCEDURES AND CRITERIA.

1. An evaluation team will judge the proposals received in accordance with the general criteria used herein. The team may request oral presentations by respondents. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.

REQUEST FOR PROPOSAL

COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED ABATEMENT SERVICES-BID NO. 24-06-3388GC

- 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 NNTU. The specifications in this RFP represent the minimum performance necessary for a response. On the basis of 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 NNTU Program Manager may elect to evaluate RFP solely.
- 4. Evaluation Criteria: The following criteria will be used by an adhoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for NNTU. Any total score of less than 50% of the possible points in point categories a-f will automatically disqualify a proposal, regardless of whether the total score ranks the proposal as highest. Only the cost proposals that meet the minimum point criteria will be opened. Unopened cost proposals will be returned to vendor. Proposals will be first evaluated by the following five criteria with a total of 70 points possible:

Initial Point Criteria:

- a. Statement of Qualifications of service provider in performing the services sought.

 0-20 points
- c. Response to Scope of Work 0-25 points
- d. Schedule for maintenance 0-10 points
- e. List of similar services provided to other business customers on Navajo
 Nation in proportion to requested Scope of work.

 0-10 points
- f. Navajo Nation vendor, Priority 1 or 2

0-5 points

Price/Cost of Service:

Price will be a factor in determining the Vendor(s) or proposal(s) selected. Points will be awarded based on delivery of all services at a reasonable cost.

0-30 points

Total possible points=100

- T. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to the RFP.
- U. TAX:

All appropriate taxes should be included in 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 of 6% (24 N.N.C. Section 601 et. seq.).

- V. **TERM:** The term of this contract will be for a period of 3 years from date of award.
- W. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.

X. COMPLIANCE WITH LAWS AND REGULATIONS:

The successful Vendor shall comply with all Federal, Tribal, State, and Local laws, regulations and Navajo Nation rules and policies pertaining to work under its charge, and shall, at its expense, procure any permits that may be required.

Y. INDEMINIFICATION:

To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against 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 Vendor 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, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor 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 Vendor shall obligate the Vendor to comply with the foregoing indemnity provision.

SECTION II

A. BACKGROUND

The Navajo Nation Telecommunication & Utilities (NNTU) within the Division of General Services is responsible for administering, managing, and planning for the telecommunications and utility activities for the Navajo Nation governmental offices.

NNTU is requesting for Commercial Outdoor Landscaping, Ground Maintenance, & Weed Abatement Service for designated Navajo Nation governmental offices in Window Rock, St. Michael's, and Ft. Defiance, Arizona. Window Rock, Arizona is the capitol of the Navajo Nation. The capitol is home to Legislative, Executive, and Judicial branch offices. On an annual basis, the capitol offices are visited by county, state and federal representative in the conduct of Navajo Nation business and service to the Dine' People.

B. 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 degree of expertise in utilizing these capabilities.

C. SERVICES TO BE PROVIDED BY CONTRACTOR:

- 1. The contractor will provide commercial outdoor landscaping, grounds maintenance, and weed abatement services for the following buildings and areas within Window Rock, St. Michael's and Ft. Defiance, AZ. Services will be conducted twice a year, Spring and Fall.
- 2. Location Sites:

Window Rock, AZ

Morgan Boulevard:

- Building No. 2528-Navajo Nation Telecommunication & Utilities
 Ground maintenance, weed abatement and debris removal, trim hedges, water trees
- o Building No. 7447-Two Way Radio Shop

Ground maintenance, weed abatement and debris removal

- o Building No. 2740-Training Center Complex
 - Ground maintenance, weed abatement and debris removal, trim brushes
- o Building No. 5250/5251/2518-Department of Emergency
 - Ground maintenance, weed abatement and debris removal
- o Building No. 2556-Dine Education Center

Ground maintenance, weed abatement and debris removal, trim brushes

and trees, resurface gravel

o Building No. 9748-Office of Labor Relations

Ground maintenance, weed abatement and debris removal and trim trees

- o Building No. W008-243-Peacemaking/Probation & Parole Services

 Ground maintenance, weed abatement and debris removal, trim trees, and remove dead trees.
- o Building No. 2526/2885-Ethics & Rules Office

Ground maintenance, weed abatement and debris removal, trim trees

Building No. 6656-EPA-Storage Tank & Underground Leaking Storage Tank
 Program

Ground maintenance, weed abatement and debris removal

Building No. 7498-Office of the Auditor General/Navajo Government
 Development

Ground maintenance, weed abatement and debris removal

o Building No. 8620-Law & Order Conference Room

Ground maintenance, weed abatement and debris removal

o Building No. 2767-Department of Veterans Affairs, Central Admin.

Ground maintenance, weed abatement and debris removal

Tribal Hill Drive:

- o Building No. 2754-Workforce Development-Administration Ground maintenance, weed abatement and debris removal
- O Building No. 2498-Department of Information Technology

 Ground maintenance, weed abatement and debris removal
- o Building No. 2409-Workforce Development Double wide trailer Ground maintenance, weed abatement and debris removal
- o Building No. 2589- NN Child Support Enforcement Ground maintenance, weed abatement and debris removal

Indian Route 100:

o Building No. 3783-AML/UMTRA

Ground maintenance, weed abatement and debris removal

o Building No. 2537/2540/2541-Minerals Department/Admin.

Ground maintenance, weed abatement, debris removal, and water trees

o Building No. 8971/4791-Minerals Audit Program

Ground maintenance, weed abatement, debris removal, and water trees

o Building No. 2522-Department of Justice

Ground maintenance, weed abatement, debris removal, and water trees

Building No. 2560-Navajo Nation Council Chambers
 Ground maintenance, weed abatement and debris removal, trim trees & brushes, resurface red sand

Building No. 2390/2527-Legislative Office Complex Offices
 Ground maintenance, weed abatement and debris removal

o Building No. 2321-Budget & Finance Office Complex

Ground maintenance, weed abatement and debris removal

 Building No. 2636-Office of the President & Vice President/Division of Natural Resources

Ground maintenance, weed abatement and debris removal, trim trees & brushes, resurface red sand. Water trees.

Inspect all irrigation valves and emission devices to be sure they are functioning properly.

- o Building No. 2353-Office of Vital Records/Office of Public Defender Ground maintenance, weed abatement and debris removal
- o Building No. 2689-Department of Family Services/Navajo OSHA/DNR Ground maintenance, weed abatement and debris removal
- Building No. W00B-47-Division of Natural Resources-Heritage & Historic Preservation

Ground maintenance, weed abatement and debris removal

o Building No. 2521-Department of Justice

Ground maintenance, weed abatement and debris removal, trim hedges, brushes and trees. Water trees.

Building No. 2695-Navajo Environmental Protection Agency
 Ground maintenance, weed abatement, debris removal, and water trees

o Building No. 2558-Navajo-Hopi Land Commission

Ground maintenance, weed abatement and debris removal

Building No. 2559-Administration Building No. 1

Ground maintenance, weed abatement, debris removal, and trim trees and shrubs

Building No. 2296-Administration Building No. 2

Ground maintenance, weed abatement, debris removal, and trim trees and Shrubs

o Building No. 2456-Fire & Rescue Station

Ground maintenance, weed abatement, debris removal, and trim trees and Shrubs

o Building No. 2516-Division of Public Safety

Ground maintenance, weed abatement and debris removal

o Building No. 7968 A & B-Judicial Complexes

Ground maintenance, weed abatement and debris removal

o Building No. 2391-Criminal Investigation Services

Ground maintenance, weed abatement and debris removal

o Building No. 2891/6533/6175-Emergency Medical Services

Ground maintenance, weed abatement and debris removal

o Building No. 5299-DPS-Police Dispatch Service

Ground maintenance, weed abatement and debris removal

o Building No. 2892-Department of Internal Affairs

Ground maintenance, weed abatement and debris removal

- O Building No. 2646-Office of the Prosecutor & #-None-White Collar Crime Unit Ground maintenance, weed abatement, debris removal and trim trees
- o Building No. 2887-DPS-Records Section

Ground maintenance, weed abatement and debris removal

o Window Rock Boulevard (Highway right of way) area.

Ground maintenance, weed abatement and debris removal and mow weeds

Navajo Veteran's Memorial Park

Ground maintenance, weed abatement and debris removal, trims brushes and trees as needed.

o Building No. 7968A/7968B-Judicial Building (Supreme Court/)

Ground maintenance, weed abatement and debris removal

o Building No. 2457/2458-Fish & Wildlife

Ground maintenance, weed abatement and debris removal, trims brushes and trees as needed.

Building No. 2318-EPA-Air/Toxic Cleanup

Ground maintenance, weed abatement and debris removal

Abandoned stone buildings (3)

Remove and dispose of 6 trees

Building No. W008-248-Indian Child Welfare Program

Ground maintenance, weed abatement and debris removal

Taylor Road

o Building No. 4341-Karigan Professional Building

Ground maintenance, weed abatement and debris removal, re-surface gravel and underlayment, replace sod at North and South side of building, trim brushes and trees as needed, remove 3 trees, weekly lawn mowing July-September 2021.

Check sprinklers for leaks, breaks and malfunction and repair as needed.

Ft. Defiance, AZ Navajo Route N54

- Building No. 7159-Navajo Transit Service Complex
 Ground maintenance, weed abatement and debris removal
- 3. Contractor shall furnish all labor equipment and materials necessary to complete installation.
- 4. Contractor will include all costs for seasonal maintenance of landscape for a period of three (3) years. Maintenance shall include cleanups, fertilization, shrub and tree care, etc.
 - a. For lawn mowing, Edging and Pruning (weeding of plant bed area & berms, pruning of shrubs and trees). After mowing, edging or pruning, all grass-shrubs clippings and debris shall be removed from premises and all walkways are to be left in a clean condition).
 - b. Trimming of trees (trims trees and shrubs in such a condition that they are properly shaped and do not interfere with walkways and/or the buildings on the site) and clean up.
- 5. The Contractor must dispose of the grass/shrub clippings.
- 6. The Contractor will include schedules for all requested services.
- 7. Cost proposal should be detailed and separated by sites and years. NNTU reserved the right to change site listed based on need. Change in cost will be handled via change order through contract modification.

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Detor	1	ou begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below. Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.)		ame (on line	e 1, ar	nd e	enter th	e bus	ness/d	sregare	bet
Print or type. Specific Instructions on page 3.	2	Business name/disregarded entity name, if different from above.								·		
	38	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)					Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)					
	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. Other (see instructions)						Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)					
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions							(Applies to accounts maintained outside the United States.)				
See	5	Address (number, street, and apt. or suite no.). See instructions.	Reques	ter's	name	and a	and address (optional)					
	6	City, state, and ZIP code										
	7	List account number(s) here (optional)										
Par	t 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 <i>How to get a TIN</i> , later.												
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and				ploye	er identification number							
		To Give the Requester for guidelines on whose number to enter.	anu			-						
Par	Ш	Certification										
Under	, be	enalties of perjury, I certify that:										
2. I an Ser	n n vic	imber shown on this form is my correct taxpayer identification number (or I am waiting for ot subject to backup withholding because (a) I am exempt from backup withholding, or (b) e (IRS) that I am subject to backup withholding as a result of a failure to report all interest of ger subject to backup withholding; and	I have n	ot b	een r	notifie	ed	by the	Inter	nal Re ed me	venue that I	am
3. I an	n a	U.S. citizen or other U.S. person (defined below); and										
4. The	F/	ATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is con	rect.								
becau acquis	se sitic	tion instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual retorn interest and dividends, you are not required to sign the certification, but you must provide you	ons, item irement	ı 2 do arrar	oes n ngem	ot ap ent (II	ply RA	. For n), and,	nortg: gene	age int rally, p	erest p aymen	ts
Sign Here		Signature of U.S. person	Date									
		New line 3h has h	oon add	lad +	o this	form		A flow	thre	ah en	ity ic	_

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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