THE NAVAJO NATION FACILITIES MAINTENANCE DEPARTMENT REQUEST FOR PROPOSALS (RFP)

RFP #24-09-3471GC

DODE Boiler System Service 2024 NAVAJO NATION DUE: October 18, 2024, 4:00 P.M.

The Navajo Nation Facilities Maintenance Department (here after referred to as FMD) invites interested firms and companies to submit bid alternate cost proposals for DODE Boiler System Repair and Service Agreement. This service shall entail repairs and service of natural gas heating boiler, Model DB1050 or replace with equal or greater model that will heat 38,131 GSF. This contract shall begin October 01, 2024, through December 31, 2024, for a period of three (3) calendar months.

The intent of this request for proposal is to repair existing boiler heating system or replace with model that will heat 38,131 GSF area.

PRE-BID MEETING FOR ALL PROSPECTIVE ENTITIES WILL TAKE PLACE ON OCTOBER 10, 2024, AT 9:00 AM. THE DESIGNATED MEETING PLACE IS AT THE NAVAJO NATION FACILITIES MAINTENANCE DEPARTMENT, 2431 NORTH ROUTE 12, FORT DEFIANCE, ARIZONA 86504.

REQUEST FOR PROPOSALS DUE: OCTOBER 18, 2024, 4:00 PM

The FMD is accepting proposals from qualified heating boiler system repairs or replacement companies to provide the repairs or installation of new boiler system to the Education Center on the Navajo Nation. The award of the contract shall be determined by the FMD.

Responses to this RFP shall be submitted to the Navajo Nation Facilities Maintenance Department, 3 copies each, at the date and time noted above. All proposals must be clearly marked RFP#24-09-3471GC DODE BOILER SYSTEM SERVICE 2024. No oral, telephonic, emailed, or faxed responses shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The FMD reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Any responses received after the above scheduled due date and time shall not be accepted or considered.

1. AVAILABILITY OF FUNDS

Any subsequent contract award associated with this RFP is contingent upon the availability of funds to the FMD for this project. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect. FMD reserves the right to negotiate the overall contract price based on the availability of funds. Bid Alternates will be in effect and clearly noted on the attached Appendix A.

2. AGREEMENT

The FMD, upon mutually agreed to and acceptable terms and conditions with the successful responder/consultant, shall enter into a formal agreement for a mutually agreed to fee and period of time. The FMD reserves the right, subject to mutual agreement with the successful responder/consultant, to extend the terms of this agreement, at the proposed rate, for a mutually agreed upon period of time.

3. CANCELLATION OF AGREEMENT

The FMD reserves the right to cancel any contract/agreement, in whole or part, at any time, within thirty (30) calendar days prior written notice to the consultant, should any of the following conditions exist:

- Funds are not appropriated by the FMD for continuance of this agreement.
- The FMD, through changes in its requirements, method of operation, or program operation no longer has a need for the service.

4. INSURANCE REQUIREMENTS

The selected entity, upon receiving authorization to proceed, shall be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the FMD.

The entity selected shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the FMD from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Contractor's or those of a subcontractor or any person or entity directly or indirectly employed by said Contractor. Minimum coverage is as follows:

- 1. Workers Compensation: Consultant shall provide workers compensation and employer's liability insurance that complies with the regulations of the Navajo Nation with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.
- 2. Commercial General Liability Insurance: Consultant shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the FMD as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the FMD. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- 3. Commercial Automobile Insurance: Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering

bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

4. Include a statement that no conflicts of interest exist in the provision of the services.

Umbrella Liability Insurance: Consultant shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the FMD at the sole cost and expense of the Contractor. As to the insurance required, the insurer(s) and/or their authorized agents shall provide the FMD with certificates of insurance prior to execution of the agreement by the FMD, describing the coverage.

5. AWARDING THE SERVICES

The services shall be awarded to the consultant whose qualifications are deemed to best provide the services desired, considering the requirements, terms and conditions contained in the request for proposals and the criteria that meets the services agreement.

6. SUBMISSION OF QUESTIONS

Questions relating to this request for proposals must be submitted in writing to the following (faxed or emailed questions are acceptable):

Navajo Nation Facilities Maintenance Department Post Office Box 528 Fort Defiance, Arizona 86504 Attn.: Marcus C. Tullev

Fax: 928-729-4258

Email: marcustulley@navajo-nsn.gov

To ensure consistent interpretation of certain items, answers to questions the FMD deems to be in the interest of all will be made available to all other respondents.

7. PROPOSAL SUBMISSION

Three (3) complete sets of the proposals along with a sample of your work are to be submitted to the FMD no later than October 18, 2024, at 4:00 PM, clearly labeled as follows: **RFP#24-09-3471GC-DODE BOILER SYSTEM SERVICE 2024** and shall be addressed and mailed or hand delivered to:

Navajo Nation Facilities Maintenance Department Post Office Box 528 Fort Defiance, Arizona 86504

Attn.: Marcus C. Tulley

8. ATTACHMENTS

Appendix A provides bid alternate details for Boiler System Agreement. Please ensure that individual bid proposals are noted for each bid alternate cost proposals. FMD will select the most feasible sites and cost based on available funds.

9. SCOPE OF SERVICES

- a. Scope Inclusions:
- Services include two bid alternates for repair of existing boiler (Model DB1050) or replacement with equal or greater model to heating 38,150 GSF, including a water treatment equipment (Water Softener) to handle the size and pressure of the equipment.
- All applicable and required documentations.
- b. Boiler System Repair Work, Bid Alternate One:
- Diagnosis problem and repairs.
- Replacement of damaged parts, filter, fluid levels, thermostats, electrical lines.
- If unit is not repairable, provide a cost estimate as a bid alternate for replacement.
- Removal of parts, checking/filling fluid levels and PM services.
- Inspection of piping and ducting systems, electrical components, thermostats, and filters.
- Replacement of new parts after diagnostic of existing unit, including a new water treatment equipment.
- Proper disposal of all debris resulting from service and repairs to an appropriate landfill.
- c. Boiler System Replacement Work, Bid Alternate Two:
- Diagnosis problem and repairs.
- Replacement boiler system with all required parts and equipment.
- Removal of existing system and replacing them with new parts, checking/filling fluid levels and PM services.
- Inspection of piping and ducting systems, electrical components, thermostats, and filters.
- Install a water treatment equipment with all required parts.
- Proper disposal of all debris resulting from service and repairs to an appropriate landfill.

This scope outlines the comprehensive requirements and consultant shall perform a thorough inspection of the boiler system. A two year warranty of parts and labor shall be provided along with the bid alternates.

All debris shall be the responsibility of the individual contractor to dispose of and all cost shall be incurred by the contractor that are not directly specified or outlined in the scope of work. Each scope of work shall include all applicable Navajo Nation taxes.

Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the Navajo Nation.

10. QUALIFICATION REQUIREMENTS AND FORMAT

The following material is to be included in all responses and received by the date and time noted above in order for any entity to be considered:

- a. Visibly mark on the outside of the proposal package, if applicable, the Consultant's priority status under the Navajo Nation Business Opportunity Act. It is the responsibility of the Consultant to identify themselves as certified under the Navajo Nation Business Opportunity Act. Selection will be made in accordance with the NBOA.
- b. Title Page showing that the proposal submitted is for: RFP#24-09-3471GC-DODE BOILER SYSTEM SERVICE 2024.
- c. The entity name, contact person information and date of response.
- d. Table of Contents
- e. Information described in the following:

11. Technical Proposal Section

Section I: Company Profile

This section should state the size of the entity, the type of entity, the entity's background, and the location and/or office from which the work on this project shall be performed.

Section II: Experience

The response should include details of experience with facility roofing repairs and replacement for educational and government facilities. In addition, interested entities must have at least ten years minimum experience performing roofing and maintenance services.

Section III: References

Include a list of references and contact information in the response. This list should include past and present clients as outlined in Experience above, including names and telephone numbers of contact people.

Section IV: Specific Approach, Sample Reports and Management Plan

Provide details regarding your approach to completing boiler system repairs or replacement for the listed facility in this RFP. Include a management plan with qualifications of the staff you propose for this project along with resumes of the key personnel who would be assigned to this project as well as any consultants, engineers, etc. to be used.

Section V: Budget & Cost Breakdown Information

Include a detailed cost proposal as follows broken down by each project with a grand overall total for each of the following areas:

Cost of Parts and Materials for two bid alternates.

Navajo Nation Tax 6% (*All Navajo Nation*)

Total Cost

Section VI: Additional Information

Include in this section any additional information you wish to provide to the FMD relevant to the analysis.

Please be advised that the person(s) signing a formal response must be authorized by your organization to contractually bind the entity with regard to prices and related contractual obligations for the delivery terms.

Company Name

Authorized Signature

Title

Printed Name

Phone, Fax, Email, Website Address

Section VII: Required Documents (MUST DOCUMENTS)

- 1. Employee Certification and Degrees
 - Field Related Degrees and/or Certifications
 - State Contractors Licensure or Certification
 - Safety Certification
- 2. Comprehensive Scope of Work
- 3. Navajo Business Opportunity Act Statement
- 4. Statement on Navajo Nation Tax Compliance
- 5. Certificate of Non-Debarment
- 6. Certification of Non-Collusion
- 7. Certification of Good Standing from Navajo Business Regulatory Department Licensing Office
- 8. Certificate of Insurance (Must meet Navajo Nation Requirements)
- 9. Federal IRS W-9 Form (updated version March 2024)
- 10. SDS Information for all chemical intending to use

- 11. One Copy of Comprehensive Safety Plan (Company Safety procedures, etc.)
- 12. Navajo Nation Tax Breakdowns (See Section V. Budget & Cost Breakdown Information)

12. ANTICIPATED TIME-LINE

September 23, 2024, Issue RFP

October 10, 2024 9:00 A.M. Pre-bid Meeting

October 18, 2024 4:00 P.M. Proposals due

October 21, 2024 9:00 A.M. Bid opening

Appendix A

BUILDING: DIVISION OF DINE' EDUCATION BUILDING (DODE)

Building location: Window Rock, Arizona

Building Square Footage: 38,131 GSF

Number of Employees: 120 approximate.

Number of Floors: 2

Built Year: 1986.

Boiler System Equipment: Model DB1050 Heat Boiler.

Type Gas: Natural Gas.

BTU Output: 749700/220

Electrical Rating: 120 VAC / 60 Hz / 1 Phase.

Water Treatment Equipment: None