

# REQUEST FOR PROPOSAL

## *Replacement and Installation of LED Solar Street Light Upgrade*

### Child Care and Development Fund Program Navajo Nation Division of Social Services

**BID NO: 19-05-2055VJ**

#### **A. BACKGROUND**

The Navajo Nation – Division of Social Services, Child Care and Development Fund Program in Window Rock, Arizona supports low-income working families through child care financial assistance and promotes children’s learning by improving the quality of early care, education, and afterschool programs at tribally operated child care centers located throughout the Navajo reservation.

#### **B. CONTRACTOR FORMAT AND RESPONSE REQUIREMENTS**

CCDF is seeking responses from qualified vendors that will conduct and coordinate all tasks related to design, installation, and maintenance of ***“Replacement and Installation of LED Solar Street Light Upgrade”*** at twenty (20) CCDF tribally operated child care center facility for update of existing street light structures with light emitting diode (LED) lights. 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 degree of expertise in utilizing these capabilities. Prospective respondents shall include the following for evaluation and selection of most responsive bid:

- a) Statement of Qualifications of service provider in providing the requirement of Request for Proposal
- b) Recommended designs, equipment installation and warranty (Provide photos/documents/data etc.)
- c) Firm total bid Cost
- d) List of past similar projects and or services provided on the Navajo Nation
- e) Safety Program Statement

#### **C. SCOPE OF WORK:**

##### **PROJECT DESIGN & DEVELOPMENT:**

Conduct thorough/detailed investigation for installation and upgrade of street lights (see Attachment A). Recommend number of street lights per site for best illumination for security and safety.

Conduct on site physical inspection of targeted lights for final verification of location, design, and wattage configured to local year round climate of the four corners region. (Attachment A)

Develop and conduct analysis to recommend appropriate LED Streetlight replacements which can meet existing lighting levels and provide the Child Care Program with optimized savings on both energy and long term maintenance costs.

**SITE WORK:** The Contractor will furnish all equipment, labor and materials necessary to complete the site work relating to this project.

**DEMOLITION:** The Contractor will demolish and dispose of all materials relating to the replacement of existing fixtures required to complete improvements. Materials will be reused, recycled or disposed of as applicable.

**INSTALLATION:** The contractor shall provide design, equipment installation and warranty for the street light fixtures located on the Navajo Reservation.

- Install four (4) to six (6) commercial grade LED Solar Street lights and 23 – 26 foot pole assembly, galvanized steel 6” diameter, pole base – anchor base, 80 – 150 watt LED control options, battery assembly – run time up to five days
- The poles and bases shall be set on concrete foundations securely anchored to the anchor rods – recommend #4 rebar with 2’ to 4’ depth and 4’ above ground, provide design, develop and conduct analysis to recommend appropriate installation of street light
- Proper grounding and bonding with ground wire welded to interior of pole
- Minimum Warranty Requirements: One (1) Year Labor Warranty – any failures replaced at no cost to CCDF
- Five (5) Year Hardware Warranty for fixtures; Eight (8) Year Hardware Warranty for Photocell
- Contractor will include itemized detailed cost for each listed items, labor, freight, applicable expenses and taxes
- Contractor will provide detailed project/timeline installation schedule and furnish all equipment, labor and materials for completion of project
  - a. Schedule will incorporate the following considerations for completion at each site:
    1. Isolate work areas to minimize impact to program operations and exercise all safety precautions and regulations.
    2. Installation of equipment shall commence upon award of contract to December 31, 2019.
    3. Maintenance agreement will commence upon completion of project to September 30, 2024 (opt)

# REQUEST FOR PROPOSAL

## General Information

*Replacement and Installation of  
LED Solar Street Light Upgrade*  
**Child Care and Development Fund Program  
Navajo Nation Division of Social Services**

**BID NO.19-05-2055VJ**

Request for submittal deadline: All RFPs must be received, by **Friday, June 7, 2019** at 5:00pm MDT

CONTACT PERSON: Navajo Nation Child Care and Development Fund Program (CCDF), Christopher Begay, Maintenance Supervisor  
Telephone Number 928.871.6799

COURIER SERVICE/DELIVERY TO: Navajo Nation Child Care and Development Fund Program  
Attention: Jeffrey Hubbard, AMS  
47552-J State Highway 264, Window Rock Az. 86515

MAIL TO: Navajo Nation  
Division of Social Services  
Child Care & Development Fund Program  
P.O. Box 2425  
Window Rock, Arizona -86515

## INSTRUCTION TO BIDDERS

- A. **ISSUING OFFICE:** This Request for Proposals (RFP) is issued for the Navajo Nation Child Care and Development Fund Program. P.O. Box 2425 Window Rock, Arizona. The Navajo CCDF Program supports low-income working families through child care financial assistance and promotes children's learning by improving the quality of early care, education, and afterschool programs at child care centers located throughout the vast regions of the Navajo reservation.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposals to be submitted and the materials to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met. Please include the attachments with proposal packet.
- D. **SCHEDULE OF ACTIVITIES:** **DEADLINE:**
- |   |                                  |
|---|----------------------------------|
| 1. Prospective proposals Inquiry deadline (no questions accepted after this date);Inquiries and questions will be answered At any time prior, questions may be verbal or in writing.<br><u>Due date for all proposals</u> | June 4, 2019<br><br>June 7, 2019 |
|---|----------------------------------|
- \*Site Visit: Contact Christopher Begay, Building Maintenance Supervisor
- E. **INQUIRIES:** Prospective respondents may make telephone or written inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the inquiry deadline listed in Section D.

- (1) Email to Gary Litzen – Construction Inspector at: [glitzin@navajo-nsn.gov](mailto:glitzin@navajo-nsn.gov) ;  
(2) Mailed inquiries is to be addressed to:

The Navajo Nation  
Child Care & Development Fund Program  
Post Office Box 2425  
Window Rock, Arizona 86515

- F. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of the RFP, an addendum will be issued.
- G. **PROPOSALS SUBMISSION:** Proposals must be received on or before Friday, June 7, 2019. Businesses 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. NO LATE PROPOSALS WILL BE ACCEPTED. **No faxed or email proposals shall be accepted.**

**FOUR (4) COPIES OF THE PROPOSAL ARE REQUIRED:** The original and three copies must be delivered in a sealed envelope. The outside of the envelope should be clearly marked with the **(Replacement and Installation of LED Solar Street Light Upgrade), Bid number (19-05-2055VJ) DO NOT OPEN**, and the name and address of the firm submitting the proposal. **Cost to be sealed in a separate envelope.**

**LATE RECEIPT OF PROPOSALS:** Late proposals will NOT be accepted. It is the responsibility of the proposal to ensure that the proposal arrives in the Purchasing Services Department prior to the date and time specified.

- H. **REJECTION OF PROPOSALS:** The Purchasing Services Department and Child Care & Development Fund Program reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- I. **PROPRIETARY INFORMATION:** Any restrictions 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 must be labeled or identified with the word "PROPRIETARY".
- J. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become property of the Navajo Nation and will not be returned to the business. Responses received will be retained by the Purchasing Services Department and may be reviewed by any person after final selection has been made, subject to paragraph K above. The Purchasing Services Department has the right to use any or all system ideas presented in reply to this RFP, subject to limitations in paragraph I above. Disqualification or non-selection of a proposal or bid does not eliminate this right.
- K. **INCURRING COSTS:** The Navajo Nation Purchasing Services Department and Navajo Nation Child Care & Development Fund Program is not liable for any cost incurred by the proposal prior to issuance of a contract.
- L. **ACCEPTANCE OF PROPOSAL CONTENT:** The contents of the proposal of the successful proposal will become contractual obligations if acquisition action ensues. Failure of the successful proposal to accept these obligations may result in cancellation of the award and such proposal may be removed from consideration for future solicitation. The Navajo Nation Purchasing Services Department and Navajo Nation Child Care & Development Fund Program reserves the right to pursue appropriate legal action in the above set of circumstances.
- M. **ACCEPTANCE TIME:** The Navajo Nation Division of Social Services – Child Care & Development Fund Program, intends to make a vendor selection within five (5) days after the closing date for receipt of proposals.
- N. **AWARD OF BID:** Upon selection, a contract document will be prepared to the contractor and the proposal submitted by the contractor will become part of the contract.
- O. **JOINT PROPOSALS:** Nothing in this RFP shall be construed to prohibit vendors from entering into a consortium for the purpose of affirming a proposal in response to this RFP. Parties to a consortium will not be permitted independent, individual proposals in response to this RFP.
- P. **EVALUATION PROCEDURES AND CRITERIA:**

1. A Review Committee will review and will judge the proposals received in accordance with the general criteria used herein. The team may request oral presentation by the organization proposing. Proposals should prepare to provide any additional information the team feels necessary for a fair evaluation of proposals.
2. Failure 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 proposal to the execution of a contract.
3. The sole objective of the review team will be to select the proposal that is most responsive to the needs of the Navajo Nation Child Care and Development Fund Program. The specifications in this RFP represent the minimum performance criteria necessary for a response. On the basis of the evaluation criteria established in this RFP the Review Committee will select and recommend the proposal who best meets this objective.
4. Evaluation Criteria: The following criteria will be used by the selected proposal reviewing Committee in the selecting process for contract award. The technical proposal factors will be rated on a scale of total possible points from 1-100 with weight relations as stated below.

Product and Services 0-25 Points

- Equipment, expertise and Implementation plan & schedule In performing services sought

Project detailed 0-30 Points

- Detailed information on approach to scope of work providing Overall Safety check, and inspection with report

Credentials and Past Performance 0-15 Points

- Licensures of business
- Past Projects completed on NN In proportion to SOW

Responsiveness to Scope of Work: 0-30 Points

- Adherence to Specifications, References, and Proposal Requirements

1. Cost/Price Factors:

The importance of cost factors in the selection will depend upon the magnitude of the cost differentials identified, the credibility of such differential, the keenness of competition in the Technical Proposal, and the impact of other factors. The burden of proof as to cost credibility rests with the offeror. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic and cost effective, but also to determine the offerors understanding of the program and ability to organize and perform the contract. Cost/price factors will not be numerically weighed and scored.

**Proposed Cost: (To be sealed in a separate envelope)** Show cost for overall proposal with NN Tax included with detail cost and attachment to be with proposal packet.

- Attachment called "Purchase Price" that's under scope of work.

- Q. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provisions into any contract negotiations as a result of a proposal submitted in response to this RFP. The Navajo Nation is a sovereign government and all contracts entered into as a result for the RFP shall comply with Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et. Seq., Navajo Procurement Act, 12 N.N.C. § 301, and applicable federal law, rules and regulations, 45 CFR part 98.41 (C) (4)-(5) regarding Building and Physical premises safety. This procurement and any RFP with respondents that may result shall be governed by the laws of the Navajo Nation and applicable Federal law. Nothing herein shall be construed as a waiver of the Navajo Nations Sovereign Immunity.
- R. **RETURN OF PROPOSALS:** The Navajo Nation has no obligation to return any proposals received in response to this RFP.
- S. **SPECIAL CLAUSES:** Pursuant to Section 507 PL 106-113, Special Clauses: The grant agreement requires disclosure of (1) the percentage of the total costs of the program or project which will be financed with Federal money (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of total costs of the project or program that will be financed by nongovernmental sources.
- 100% of total cost of this RFP will be financed with ACF-HHHS CCDF Grant Funds
  - Upon award and acceptance, the total dollar amount will be made available
  - None of this RFP will be funded by outside sources.
- T. **TERMS:** The term of this contract will be a four and half month project (4.5 mo) from date of award beginning of June 17, 2019 to November 30, 2019. With an option for a negotiable contract or a Purchase Order that will require mutual agreements between both parties.
- U. **PROPOSAL REQUIREMENTS:** All proposals must have as a minimum, the capabilities listed herein and the bid proposal submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.
1. Licensed, bonded, and current **General Liability**.
  2. Prospective recipient shall sign a **Navajo Nation Debarment and Suspension Waiver** form, to be provided by CCDF.
  3. Must Submit Listing and provide all Licenses, Certification, Awards, Degree with Proposal
  4. Prospective recipient shall sign a **Tax Form – W9 (2018)**

#### **BILLING AND PAYMENT:**

1. Billing and payment shall conform to all Navajo Nation procurement procedures. In order to receive timely payment, vendor have an obligation and responsibility to present invoices that are timely and accurate. An original of a vendor's invoice is needed for payment. The invoice must also contain identical information as shown on the purchase order or contract.

Acknowledgment:

I have read and reviewed information pertaining "Request for a Proposal" for a service contract "**Replacement and Installation of LED Solar Street Light Upgrade**" for Tribal Child care Centers on the Navajo Nation and approve to be advertised as is.



Selena Curley, Delegated Program Manager II



Christopher Begay, Building Maint. Supervisor



**CHILD CARE DEVELOPMENT FUND PROGRAM CENTERS**

**Bid No. – 19-05-2055VJ**

Estimated No. of Light  
fixtures recommended

**Shiprock Region**

- 1. Shiprock Child Care Center/Admin
- 2. Alchini Nizhoni Child Care Center
- 3. Hogback Child Care Center
- 4. Toadlena/Two Grey Hills

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**Crownpoint Region**

- 1. NTU "CIT" Tiists'ozi

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**Fort Defiance Region**

- 1. Fort Defiance Child Care Center
- 2. Karigan Child Care Center
- 3. Little Miss Muffet

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**Chinle Region**

- 1. Chinle Kii Doo Baa Child Care Center I
- 2. Chinle Kii Doo Baa Child Care Center II
- 3. Cottonwood/Tselani Child Care Center
- 4. Greasewood Child Care Center
- 5. Pinon Child Care Center I & II
- 6. Many Farms Child Care Center
- 7. Rock Point Child Care Center
- 8. Rough Rock Child Care Center
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**Tuba City Region**

- 1. Tuba City Child Care Center
- 2. Leupp Child Care Center
- 3. Shonto Child Care Center

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**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

- 1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
- 2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
- 3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
- 4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

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Name & Signature of Applicant

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Type or Print Name

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Signature Date