

REQUEST FOR PROPOSAL FOR (RFP) Electrical Services

SECTION 1 – OVERVIEW

A. General Information

- a. Type of Service – The Navajo Division of Transportation (Navajo DOT) intends to seek and obtain Electrical Services for five (5) years by a reputable provider to perform necessary Electrical Service to Navajo DOT LEED GREEN BUILDING and additional non-LEED field offices.
- b. Navajo DOT is “Leadership in Energy and Environmental Design” (LEED), a rating system devised by the United States Green Building Council (USGBC) to evaluate the environmental performance of Building and encourage transformation towards sustainable design, this is the most widely used GREEN BUILDING rating in the world.
- c. The contract will include but not limited to:
 1. Execute plans for well-functioning lighting/luminary electrical system.
 2. Install electrical apparatus fixtures and equipment to support alarm and other systems
 3. Install safety and distribution components (switches resistors, circuit breaker panels, etc.)
 4. Connect wiring in electrical circuits and networks ensuring compatibility of components
 5. Prepare and assemble conduits and connect wiring through them (if needed)
 6. Prevent breakdown of systems by routinely inspecting and replacing old wiring and insulated cables, cleaning circuits etc.
 7. Perform effective troubleshooting to identify hazards or malfunctions and repair or substitute damage units
 8. Additional activity will include, but not limited to onsite emergency generators at each facility
 9. And all other electrical related services, as need.

The Request for Proposals process will identify; evaluate and select qualified firm(s) based on professional qualifications and selection criteria to provide Electrical Service to Navajo DOT.

Experienced Electrician/Journeymen to undertake a variety of task relating to setting up and maintaining electrical infrastructure. The contract will involve installing electrical wiring in Navajo DOT facility’s (if needed) troubleshooting malfunctions and blackouts and repairing appliances.

The goal will be to produce and maintain well-functioning electrical connections to minimize the probability of accidents and maximize the usage of electricity in all facilities.

The work includes but is not limited to: THE CONTRACTOR SHALL COMPLY IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) / THE NATIONAL FIRE PROTECTION ASSOCIATION FIRE CODES (NFPA)

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- d. Request for Proposals (RFP) Packet – The instructions on the proposal preparation, required documents, eligibility requirements and evaluation criteria are provided herein.

The RFP package may be obtained from the Navajo Division of Transportation, Navajo Transportation Complex, #16 Old Coal Mine Road, Mentmore, NM, starting April 18, 2019 during regular business hours. The Navajo Transportation Complex is located north of NM State Highway 264 and 1.5 miles east of the New Mexico/Arizona State Line. Contact Navajo DOT at 505.371.8300/8301 to request a package. You may also download the RFP from the Navajo DOT website at <http://www.navajodot.org>.

- e. General Scope of Work (SOW) – The selected firm(s) shall provide the Navajo Nation with a full range of ELECTRICAL SERVICES for Navajo DOT Facility include but not limited to:
- 1.) Execute plans for well-functioning lighting, electrical system.
 - 2.) Install electrical apparatus fixtures and equipment to support alarm, HVAC and other systems
 - 3.) Install safety and distribution components (switches resistors, circuit breaker panels etc.)
 - 4.) Connect wiring in electrical circuits and networks ensuring compatibility of components
 - 5.) Prepare and assemble conduits and connect wiring through them (if needed)
 - 6.) Prevent breakdown of systems by routinely inspecting and replacing old wiring and insulated cables, cleaning circuits etc.
 - 7.) Perform effective troubleshooting to identify hazards or malfunctions and repair damage units
 - 8.) Provide electrical services, based on all work shown on the plans and Specifications.
 - 9.) Provide electrical services /troubleshooting (Input Load) Modular Array- (Combiner Box) Soloarbos- fuses, breakers Panel MDS-2 800A, 480Y/277v. (Main complex) Panel MCP 400A 480Y (Confer. Bldg.).
 - 10.) Provide services from Transformer Output towards facilities included to Storage Water Tank Control Panel.
 - 11.) To provide services / Programming / troubleshooting from Power Generator to Automatic Transfer switch, but not limited to, (Cummins) MDS-1 & Generator 277/480v.

The selected firm(s) must be certified by International Electrical Testing Association (NETA) with copies of certification presented in the proposal; furthermore, contractor must submit evidence of quality, experience and personnel to perform services described herein.

It is the intent of the Navajo DOT to issue specific project assignments or task orders, in writing, detailing the required Electrical Service. Within three (3) working days of receipt, the firm(s) shall provide the Navajo DOT a detail estimate for the assigned task order.

f. Schedule of RFP Activities

	<u>Activity:</u>	<u>Schedule:</u>
1.	Advertisement Period	April 18, 2019
2.	RFP Submittal Deadline	May 6, 2019
3.	Evaluation of RFP & Firm(s)	May 20, 2019
4.	Final Selection of Firm(s)	June 3, 2019

- g. Inquires – Inquires shall need to be submitted in writing to Evans Bennallie @ ebennallie@navajodot.org no later than May 3, 2019 by 12:00PM (Mountain Daylight Time).
- h. Site Visit – Site visits can be scheduled from April 22, 2019 until May 3, 2019 by 12:00PM (Mountain Daylight Time).
- i. Proposal Submittal Deadline – Proposals must be physically submitted to the following address by May 6, 2019 by 4:00 PM (Mountain Daylight Time):

Navajo Division of Transportation
ATTN: Evans Bennallie
Navajo Transportation Complex
#16 Old Coal Mine Road
Mentmore, NM 87319

LATE, FACSIMILED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. These will be un-rated and firms responding in such fashion shall be considered non-responsive.

- j. Addendum to the RFP – In the event it becomes necessary to revise any part of the RFP, Navajo DOT shall issue a written addendum on the specifics of the change(s) and inform all concerned.
- k. Rejection of Proposals – Navajo DOT reserves the right to reject any or all proposals and to waive informalities in the proposals received whenever such rejection or waiver is in the best interest of the Navajo Nation.
- l. Proprietary Information – Any restriction on the use of data contained within any proposal must be clearly stated in the proposal. Each and every page that contains proprietary information must be stamped or imprinted “*PROPRIETARY.*”
- m. Ownership of Proposals – All material submitted with the RFP accepted for rating shall become the property of Navajo DOT and not returned to the firm. Navajo DOT has the right to use any or all information presented in the RFP subject to limitations outlined in paragraph i, above. Disqualification or non-selection of a firm(s) or proposal(s) does not eliminate this right.
- n. Cost Incurred – Navajo DOT is not liable for any cost incurred by the firm(s) prior to issuance of a signed contract award for services.

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- o. Contractual Obligation – The contents of the proposal may become part of contractual obligations of the contract award. Failure of the firm to accept these obligations may result in cancellation of the award.
- p. Evaluation Criteria – Proposals accepted for rating shall be evaluated based on the criteria and 100-point system set forth in Section 5 – Rating System on Evaluation Criteria.
- q. Award of Contract – Navajo DOT will retain the services of the top-rated firm(s) on an as-needed basis. Upon selection, the firm will be notified, however no contract will be entered until Navajo DOT is in need for such service. When a need is established by Navajo DOT a SOW, along with a detailed estimate (fee, etc.), shall be prepared by the selected firm(s) according to the task order and approved billing rates. Upon Navajo DOT acceptance of the SOW and estimates (fee proposal, etc.) provided by the firm(s), a contract will be issued. The contract shall be effective from the executed date of the contract between the Navajo Nation and the firm(s).
- r. The Electrical Service Contract will be valid for six-year period and shall be valid upon selection and notification of the selected firm(s). Response to this RFP, including the Contract Billing Rates, will be considered as a commitment from 90-days after the date of receipt of the proposal.
- s. Standard Contract – The Navajo Nation reserves the right to incorporate contract provisions which are based on applicable requirements, such as Navajo Nation Laws; Federal; State; and local requirements; etc., into the contract documents, including provision of the Navajo Business and Procurement Act, at 12 N.N.C. § 1501 et seq., and the Navajo Business Opportunity Act, at 5 N.N.C. § 201 et seq.
- t. Taxes – All work performed and services provided within the territorial jurisdiction of the Navajo Nation is subject to the six-percent (6%) Navajo Sales Tax (24 N.N.C. § 601 et seq.).
- u. Insurance – The Navajo Nation require the successful firm(s), at its sole expense, to procure and maintain adequate and sufficient insurance for all potential liability, such as commercial general liability; automobile liability; worker’s compensation; professional liability errors and omissions liability; etc.
- v. Disclaimer – The Navajo Nation’s acceptance or review of any proposal shall not guarantee the execution of any contract, and the proposed contract shall be reviewed by all appropriate departments through the 2 N.N.C. § 164 review process, including the Navajo Nation Department of Justice for administrative and legal sufficiency, prior to execution by the Navajo Nation. The Navajo Nation reserves the right to reject any proposed contract prior to execution, for improprieties in the procurement process or applicable Navajo Nation or federal laws or regulations, or for failure to submit all requested documents or information.

SECTION 2 – PROPOSAL REQUIREMENTS AND SELECTION

A. Proposal Submission

- a. Proposal(s) must be submitted in a sealed enveloped clearly marked:

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- i. **“DO NOT OPEN RFP #18-02-1771VJ – Navajo DOT Electrical Service”**
 - ii. The name of the firm submitting the proposal shall be written legibly and shown on the outside of the sealed envelope. Please include the firm’s address.

- b. Proposal Standards – The firm shall submit one (1) original and four (4) identical copies of their RFP proposal for the evaluation committee members. Appearance of the proposal is important and professionalism in the proposal presentation should not be neglected. The proposal standards are as follows:
 - i. The RFP proposal may not exceed 50 single-side pages (maximum 8 ½” x 11”) with a minimum of 10 pt. type.
 - ii. Pages that have photos, charts, graphs and/or various informative visual illustrations and/or exhibits will be counted toward the maximum number of pages.
 - iii. The following information is not included in the 50-page limit: Cover Letter on Company letterhead and maximum 1-page resumes of each key team member.
 - iv. RFP submittals should be plastic or metal spiral-bound only. **Please do not submit RFP proposals in loose-leaf 3-ring binder, these will be considered non-responsive and will be un-rated.**
 - v. Submissions exceeding the 50-page limit or any resumes exceeding the one-page limit will be considered non-responsive and will be un-rated.

- c. In a separate sealed envelope clearly marked as **“FEE PROPOSAL,”** the firm shall provide a proposed Contract Billing Rate schedule. The proposed Contract Billing Rates shall be an hourly rate fee schedule by position for work to be provided by each of the firms that comprise the “consultant team,” including reimbursable expenses and rates that apply. The sealed envelope will not be opened by Navajo DOT until after the RFP proposals have been reviewed and ranked.

B. Proposal Review Process

- a. Receipt of proposals will be verified on the due date specified. Navajo DOT will screen and evaluate proposals received in accordance to the following criteria. Proposals which fail this check will be considered non-responsive and will be un-rated.
 - i. Proposal is received by the required deadline date and time.
 - ii. Proposal meets the proposal submission requirements set forth above under Section 2, A.

C. Proposal Evaluation

- a. Proposals shall be evaluated and rated in accordance with the criteria outlined in Section 4 – Proposal Content and Evaluation Criteria.

- b. Navajo DOT will rate the proposals based on total points awarded and the top three qualified firms with the highest rating and ranking will be determined as most responsive. Navajo DOT reserves the right to either interview the top three qualified firms or directly select the best qualified firm.

- c. In a separate sealed envelope clearly marked as **“FEE PROPOSAL,”** the firm shall provide a proposed Contract Billing Rate schedule. The proposed Contract Billing Rates shall be an

hourly rate fee schedule by position for work to be provided by each of the firms that comprise the “consultant team,” including reimbursable expenses and rates that apply. The sealed envelope will not be opened by Navajo DOT until after the RFP proposals have been reviewed and ranked; and it has been determined which firms Navajo DOT has selected for further evaluation and consideration.

D. Award of Contract

- a. Navajo DOT will retain the services of the top rated and ranked firm on an as-needed basis. Upon selection, the firm will be notified; however no contract will be entered until Navajo DOT is in need of services. Questions regarding the submitted Contract Billing Rates will be addressed during this time. Failure to address any questions adequately by the firm shall result in cancellation of the offer. However, this cancellation will not negatively affect the other two qualified firms. Navajo DOT will offer the contact to the next highest rated and ranked firm on an as-needed basis.
- b. When a need is established by Navajo DOT, a SOW shall be prepared by Navajo DOT and presented to the firm for negotiation. Once the fees are considered reasonable, an authorization of services contract with the firm can be executed.
- c. Navajo DOT will issue a Notice to Proceed to the firm upon execution of the contract. No work shall be performed by the firm until such notice is given by Navajo DOT. Navajo DOT is not liable for any cost incurred by the firm prior to issuance of a signed contract award for the Electrical Service.

SECTION 3 – Scope of Work

A. Description of Work

- a. The selected firm shall provide Electrical Service in support of Navajo DOT throughout the Navajo Nation in Arizona, New Mexico and Utah. The six-year contract for projects include, but not limited to:
 - Navajo Division of Transportation Main facility (Tse-Bonito)
 - Dilkon Navajo DOT Sub-Office (Dilkon, Arizona)
 - Pinion Navajo DOT Sub-Office (Pinion, Arizona)
- b. Services to include but not limited to:
 1. Contractor must able to services, troubleshoot / programmed, Dimmable, censured light fixtures, most of the facility has occupancy sensors.
 2. Must be able to troubleshoot Interior lights with Photo sensors located in rooms with non-dimmable fixtures, some with connections to fixture types A2, B2, G3, G4 and H3 all which provide with dimming Ballasts in some rooms provide scenes with WP5 wall pods w/ scene control, other wall pods shall function on/off using dual switching.
 3. The Contractor shall provide electrical services 24/7 on call services, provides Labor, Equipment’s, Materials / responsible at his own expense for any

changes resulting from his proposed substitutions which affect other parts of his own work.

4. The services included replace fixtures, outlets, light Ballasts Power Pack, Drivers, resets / Programing Power Generator, VFD's in mech. room /roof-top ERV's
5. Electrician must work with the HVAC technician (if needed) to resolve any electrical cooling / heating on power supply.

B. Anticipated Services Under this Contract

a. The project assignments or task orders may include, but not limited to:

- i. **Minimum Staffing Ability to Contact and Communicate with the Building Maintenance Supervisor** – the Contractor must provide staff to ensure services are continued without disruption to the Navajo DOT staff. The Contractor must ensure employees maintain communications access with the Building Maintenance Supervisor to allow contact by Navajo DOT at all times during normal working hours and to effectively communicate with Navajo DOT personal. The Contractor must immediately notify the Building Maintenance Supervisor or other designated Navajo DOT representative of any recognized safety hazard that might severely affect the building occupants.

The onsite technicians must have sufficient skills to immediately respond to a variety of service calls involving multiple trades, including the operation of building control and energy management systems. Operators must be certified where applicable.

Outside of normal working hours, the Contractor must maintain some designed form of communication with on-call staff to allow the Navajo DOT to contact such on-call staff at any time for emergency response.

The Contractor must provide staff as necessary to meet all requirements of the contract

Personnel must be properly licensed and certified to work on building system or equipment for which licensed and or certified personnel are required by Federal, State, codes, or ordinances.

The Contractor must develop and submit to the Building Maintenance Supervisor or designee 10 calendar days prior to start date of contract a list of key personnel and emergency contact information.

All contract employees, including subcontractor employees, must sign in and out at the beginning and end of their on a log established at each building for security and contract administration purposes.

- ii. **Communication Equipment** – the Contractor must provide key operational personnel (managers, supervisors, and duty technicians) with portable electronic

means to communicate with Navajo DOT for service calls, emergencies, status of projects, etc.

- iii. **Onsite Records** – The Contractor must ensure that all records required by the contract, or produced in performance of work under the contract, are maintained in an organized manner onsite in electronic format and are made available to the Navajo DOT when requested. The Contractor must receive, maintain and gather data, as well as other materials including records and manuals, to the support and operation of Navajo DOT facilities. The Navajo DOT retains ownership of all databases, information, and other materials received or developed by the Contractor in support of the contract at all times.
- iv. **Building Automation System (BAS)** – the BAS includes but is not limited to all field panels, stand-alone control units, unitary controllers, associated sensors and wiring. Some of this electrical equipment is addressed under specific guide lines. The Contractor shall have full operational access to the system. The Contractor will be required to obtain the necessary training to facilitate this access. This training can be obtained from an authorized manufacturer field office or an authorized company location. The Contractor will be required to provide back-up disk/CDs for this program and be required to back-up the system anytime changes are made. One copy of the back-up will be given to the Building Maintenance Supervisor and Navajo Information Technology Department.

There are several levels of access to the system. Contractor employees will be required to demonstrate the level of competence necessary to allow access to the various levels to the system. Passwords allowing access into the system will be safeguarded. The Contractor shall immediately notify the Building Maintenance Supervisor upon termination, resignation or layoff of employees who have access to the system so their access can be canceled. The Contractor shall be responsible for correcting damage or problems caused by his/her employees or his/her subcontractors to the system.

The Contractor shall keep a log of changes made to any electrical set-point and provide this information to the Building Maintenance Supervisor upon request.

The system is capable of providing a variety of printed reports for various purposes. The Contractor shall provide these to the Building Maintenance Supervisor upon request.

Neither the Contractor nor any of his/her representatives shall make changes to the programs, the parameters of control defined within the programs, alarm limits, and enabling / disabling of alarms without the consent of the Building Maintenance Supervisor.

The building Maintenance Supervisor may request changes to the time of day schedules for entire building, or may request changes to meet the need of a specific

area in case of overtime. The Contractor shall be capable of making these types of changes or setting up new schedules. Any changes to the time of day that are desired by the Contractor shall be approved by the Building Maintenance Supervisor before any changes are made.

- v. **Quality Control Program** – the Contractor shall establish and implement a complete Quality Control Program to assure the requirements of the Contract are met. The QCP is a system for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable. A Quality Control Program must be developed and submitted for approval to the Building Maintenance Supervisor prior to issuance of the notice to proceed. Upon approval, the Contractor must implement the QCP for **audit purposes**.

The QCP is a living document and may be subject to change depending on the needs of the contract. Revisions to the plan must be submitted to the Building Maintenance Supervisor for approval.

The QCP shall include the following, as a minimum:

- Date of inspection performed
 - Location of inspection
 - Description of findings
 - Description of action(s) taken (if necessary)
 - Signature and date of completion
 - A training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.
 - A plan to ensure continuity of service in the event of separation of employees or employee absent.
 - Methods detailing how the Contractor will monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
- vi. **Navajo DOT Quality Assurance Program** – Navajo DOT will inspect the Contractor using a quality assurance program through random inspections, scheduled inspections, that the Navajo DOT inspections reflect the actual successful performance of this contract for **audit purposes**.

As part of the Navajo DOT quality assurance program, the Navajo DOT may:

- Review and, if warrant, reject any reports or other submittals required from the Contractor.
- Review performance and service records, including but not limited to progress reports BAS data and any computerized or hardcopy records maintained by

the Contractor documenting performance under this contract and require correction of any unsatisfactory conditions noted.

- Perform inspections with Navajo DOT Building Maintenance Supervisor or independent third-party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other contract requirements, and the Contractors record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

The Navajo DOT may implement or change quality assurance measures at any time during the term of the contract.

All records and files that this contract requires the Contractor to maintain must be made readily accessible to Navajo DOT representatives, including third party contract inspectors, on request. All records and files utilized or generated during the course of the contract by the Contractor, including all standard operating procedures and building operation plans, shall become property the Navajo DOT.

The Contractor must instruct all onsite personnel to cooperate with the Navajo DOT or third-party contract inspector's requests for records access and information. This includes answering honestly and comprehensively all questions related to performance of work. The Contractor must notify the Building Maintenance Supervisor at least 2 weeks in advance when electrical equipment is to be opened and available for inspection by the Navajo DOT. The Contractor must open and operate the electrical equipment for observation by all inspectors at no addition cost to the Navajo DOT. Most inspections (if needed) will be performed during normal working hours.

- vii. **Repair Log** – The contractor shall maintain a log of all repairs where the cost supplies, parts and materials necessary to complete the work. The log shall contain the following information:

- Time and date problem found by contractor
- Nature of problem.
- Time and date repair completed.
- Total cost to complete repair.

This log shall be maintained during the life of the contract and shall be surrendered to the Building Maintenance Supervisor or Navajo DOT representative upon request or expiration / termination of the contract.

- viii. **Performance Review Meetings** – The Contractor must meet with the Building Maintenance Supervisor and other Navajo DOT representatives, at the discretion of the Building Maintenance Supervisor, to review the performance.
- ix. **Emergency Shutdown Instructions and Tour Checklist** – Emergency shutdown instructions (including contact name and telephone numbers) and tour inspection checklist must be posted by the Contractor in all mechanical rooms and or electrical rooms, as applicable to the electrical equipment in the given room. Such instruction and checklists must be posted in an accessible and conspicuous location.
- x. **Labeling of Electrical Circuits** - The Contractor must maintain any electrical labeling program that address or modified circuits. Electrical single line diagrams must be updated (by creating and maintaining a working copy of record document, or best documents available at commencement of the contract) as necessary using the original electronic file format.
- xi. **Navajo DOT Environment** – Lighting levels must be adjusted under the guidance of the Building Maintenance Supervisor where they can be adjusted without changing fixtures (tuning dimmable ballasts, de-lamping). The Contractor should note that while the electrician establishes target lighting levels, light quality, specific Navajo DOT requirements, and other individual factors also have an impact on requirements such as HVAC units.
- xii. **Energy Conservation** – The Contractor must operate equipment and systems as efficiently as possible without compromising service to Navajo DOT.

The Contractor, in coordination with the Building Maintenance Supervisor or designee, must pursue the use of energy-efficient replacement parts and equipment items that will meet or exceed the requirements of this statement of work. Cost responsibility for using high -efficiency, energy-saving parts or equipment items will be assessed on a case-by-case bases. In cases where high-efficiency equipment is currently installed and requires replacement, the replacement part must be the most efficient in its class. Any rebates received from a service utility provider shall be assigned to Navajo DOT.

- xiii. **Emergency Service Call and Callback Response** – Emergency service calls and callback responses are service calls where the work, consists of correcting failures that constitute an immediate danger to personnel or property, including but not limited to stalled elevators with trapped passengers, electrical power outages, electrical problems that may cause fire or shock, major air condition or heating problems (when HVAC needs electrician service) or any work considered by the Building Maintenance Supervisor or designee to be of an emergency nature.

The Contractor must respond to emergency service calls and callback response work requests immediately (within the shortest possible time consistent with the technician or Building Maintenance Supervisor location) **during normal working hours**

immediately or within 1 hour when the work request is made outside of normal working hours. The Contractor must remain on the job until the emergency situation has been secured and adequate temporary repairs have been made. The contractor must provide a written accounting of any emergency callback, to include cost incurred and plan for permanent correction of the problem, to the Building Maintenance Supervisor or designee the morning of the next day. **The Building Maintenance Supervisor or Navajo DOT representative shall be notified immediately if any repair is expected to exceed \$2,500.**

- xiv. **Urgent Service Call Response** - Urgent service calls are those service calls where the work consist of correcting failures that interrupt or otherwise adversely impact either Navajo DOT operations or building occupant operations. Examples of these type of service calls include, but not limited to, inoperative electrical circuits, inoperative lighting above a work station any malfunctions t equipment that affect the operations of sensitive building occupants, or any work considered by the Building Maintenance Supervisor to be of and urgent nature.
- xv. **Routine Service Calls Response** – The Contractor must respond promptly to routine work request and complete the required work within the 72 hours of notification.
- xvi. **Lamp and Ballasts** – The Contractor must replace failed lamps, to include appropriate ballasts if required, with the most efficient products available in accordance with existing building standards defined by the Building Maintenance Supervisor or authorized representative. In lieu of such standards, lamps must be replaced with the most efficient products available recycling program for fluorescent tubes and light bulbs in accordance with Environmental Protection Agency (EPA) and regulation standards. All handling and disposal of mercury containing tubes and bulbs must be in compliance with Universal Waste Rule guidelines.

The Contractor must maintain the mercury content of all mercury-containing lamps below 75 picograms per lumen hour, on weighted average, for all mercury-containing lamps acquired for the existing building and associated grounds. Screw-based compact fluorescent lamp may be excluded from this calculation if they meet the voluntary standards by NEMA. If the Contractor cannot find replacement lamps to meet this requirement while maintaining building standard lighting, the Contractor must immediately bring this to the attention of the Building Maintenance Supervisor. The Contractor must maintain documentation of all purchases of mercury-containing lamps and provide the information within reports to Building Maintenance Supervisor.

- xvii. **Vertical Transportation and Associated Equipment** – The Contractor is responsible for maintaining light fixtures, ballasts, and lamps installed in elevator cars and within the ceilings of cars.

The Contractor may be required to provide assistance in performing elevator testing, including after normal working hour requirements.

The Contractor is responsible for maintaining lighting, electrical equipment not directly part of elevator systems, and HVAC systems associated with elevator machine rooms and systems. (Need only if to assist HVAC and elevator Service with electrical power)

- xviii. **Ordering Repairs from Outside Source** – Navajo DOT reserves the right to order repairs from an outside source. If the repair is a reimbursable repair, Navajo DOT will inform the Contractor of the outside source.

- xix. **Force Majeure (Uncontrollable Events)** – Deficiencies or breakdowns caused by vandalism, misuse, abuse, or acts of God including natural disasters are fully reimbursable. Repairs that fall under this category must be immediately reported to the Building Maintenance Supervisor excluding work required to prevent further damage to the facility. The Contractor will be reimbursed under the additional services provisions described in this document or Navajo DOT will have the work performed by other means at no cost to the Contractor.

- xx. **Warranties** – The Contractor must contact installers or manufactures, as appropriate, for work that is covered under a warranty and maintain records of warranty service. The Contractor must avoid actions that would invalidate a warranty, unless authorized by the Building Maintenance Supervisor. If and installer or manufacture fails to comply with the terms of a warranty, the Contractor must immediately notify the Building Maintenance Supervisor.

- xxi. **Quality of Materials and Replacement Parts** – Replacement components and materials must be of similar or better quality than the components replaced. Considering energy efficiency, operational characteristics, power quality, control and data acquisition, maintainability, and durability. The Building Maintenance Supervisor may require replacement of components with components from the same manufacturer to maintain consistency throughout the building.

Materials and parts that are visible to building occupants must be to building standard and maintain the same appearance as similar materials and parts in the occupied space.

Components of control systems must be replaced so as to maintain the tie-in to the control system with no degradation of data throughout, memory, point capacity, data acquisition, or programmability.

Motors must be replace with premium efficiency motors as defined by the **National Electrical Manufacturers Association (NEMA)** MG-1 standard or in compliance with local utility guide demand-side management rebate guidelines.

- xxii. **Safety and Environmental Management** – The Contractor must comply with all Federal, State, and local laws and regulations that relate to the maintenance and operation of electrical equipment and systems within the scope of this contract, to include permitting, inspection, and personnel safety, control of Hazardous substances, certification, and recordkeeping.
- xxiii. **Polychlorinated Biphenyl (PCB) Control** – The Contractor must inspect all transformers containing polychlorinated biphenyls and maintain records of such inspections in accordance with State, local, and EPA regulations. The Building Maintenance Supervisor or designee records must be notified immediately to contain PCBs, except lighting ballasts, must be labeled as containing PCBs.

Any transformer leaks of PCBs must be reported immediately to the Building Maintenance Supervisor. The Contractor must inspect all leaks in accordance with State, local, and EPA regulations. The Contractor must take immediate action to contain all leaks.

There may be light ballasts containing PCBs in the building covered by this contract. Replacement and proper disposal of all burned-out ballasts, including PCBs ballasts, shall be the responsibility of the Contractor.

- xxiv. **Hazardous Waste** – The Contractor must be cognizant of, and comply with, all Federal, State, and local laws and regulations related to the disposal (landfill, sewer discharge, etc.) of hazardous waste and materials used or removed in performance of the contract or discharge by the building and must comply with all such requirements, including record keeping requirements.

Fluorescent lamps, batteries, and other items in any quantity subject to the Universal Waste rules for hazardous waste management and disposal must be recycled or disposed of properly.

- xxv. **Facility Hazards** – The Contractor must assist in identifying facility health and safety hazards and report all hazards in writing to the Building Maintenance Supervisor on Electrical Equipment Notice of Unsafe/Unhealthful Workplace Conditions. The Contractor must take immediate action to control that hazards that present and imminent danger.
- xxvi. **Electrical Safety** – The Contractor must comply with NFPA 70 and 70E when working on or around Navajo DOT electrical equipment or system. The Contractor will insure that areas restricted to qualified personnel are secured and properly labeled. The Contractor must ensure that employees who work on Navajo DOT electrical equipment or systems are qualified for such work.
- xxvii. **Lockout / Tagout** - The Contractor must develop a lockout / tagout program in accordance with 29 CFR 1910.147. The program must include all anticipated energy

sources, including but limited to, electricity, steam, pressurized fluids, and mechanical energy.

SECTION 4 – Proposal Content and Evaluation Criteria

- A. Qualification of the Firm. Proposals must specifically address and affirm the following:
- a. Letter of Interest that indicates why your firm should be selected to provide Electrical Service to Navajo DOT
 - b. Evidence of Insurances; such as Professional Liability Insurance
 - c. Resume of personnel that will be involved in the task of completing projects; including professional qualifications, licensures and experiences. Include personnel of sub-contractor which will be utilized by the prime contractor to complete the Electrical Service.
 - d. Organizational Chart outlining the inter-relationship and line of communication between the prime and sub-consultants
 - e. Capability to perform all or most aspects of the project and recent experience in providing Electrical Service comparable to the proposed SOW as listed in Section 3 – Scope of Work. Key personnel’s professional qualifications; licensures; experiences; availability for the proposed work; roles and responsibilities; reputation and professional integrity; competence.
- B. Navajo Business Opportunity Act and Navajo Preference Act.
- a. The Navajo Nation Business Opportunity Act and Navajo Preference Act shall apply to this RFP. Prospective bidders are encouraged to familiarize themselves with these provisions. Complete bidding under the Navajo Nation Business Act shall be utilized in the selection of the Contractor
 - b. The Navajo Nation reserves the right to waive any formalities or irregularities in the Request for Proposals and /or to reject any or all bid; to be the sole judge of the suitability of the materials offered and to award a contract for the furnishing of services it deems to be in the best interest of the Navajo Nation.
- C. Experience
- a. Interested firms shall provide evidence of experience and quality service rendered relative to the similar projects (as listed under Section 3, B) on the Navajo Nation, other Indian Reservations and rural communities. Provide three (3) references of providing Electrical Service that the firm has completed in the five years. Identify the year(s) of providing the Electrical Service and the owners or sponsor’s contact person’s name, title, telephone number and email address. Electrical Service which are referred to as having been accomplished by your firm shall be services and projects which were managed by personnel who are currently on your firm’s staff. Similarly, do not list services, projects or experiences for individuals who were employed by another firm. Interested firms and their sub-consultants shall also provide evidence of management capacity; scheduling; staff expertise; internal quality control and organization structure.

D. Project Understanding, Familiarity and Interest Shown

- a. Describe your understanding of the project and approach to delivering Electrical Service for the work described under Section 3, B.
- b. Describe your interest in undertaking the Electrical Service and the firm’s familiarity with the Navajo Nation and Navajo DOT. Emphasis is placed on the firm’s ability to demonstrate sensitivity to Navajo cultural values and the ability to deal administratively with the Navajo Nation government and its client.
- c. Indicate the proximity of your branch office or immediate access via the usage of transportation (to be identified by the firm) to timely access the geographic location of the Navajo DOT office in Tse Bonito, NM, or Window Rock, AZ, area in one day, if need be.

E. Record of Past Performance

- a. Interested firms must demonstrate it has the administrative and technical capabilities to perform Electrical Service, as listed under Section 3, B) on contracts with government agencies, with respect to such factors as identifying and mitigating risk to control costs; quality of work and ability to meet schedules. Include information regarding owner budgets; delivery and distribution estimates; bidding and completed project cost including change order information. Indicate if the firm has previous experience providing Electrical Service for the Navajo Nation, Bureau of Indian Affairs or other Department of Transportations in rural areas.

SECTION 5 – Rating System on Evaluation Criteria

- A. Description of the components are provided in Section 4 – Proposal Content and Evaluation Criteria.
- B. Each proposal will be evaluated and rated as follows:

	<u>Activity:</u>	<u>Schedule:</u>
1.	Advertisement Period	April 18, 2019
2.	RFP Submittal Deadline	May 6, 2019
3.	Evaluation of RFP & Firm(s)	May 20, 2019
4.	Final Selection of Firm(s)	June 3, 2019

It is the intent of Navajo DOT to score the firms according to the responses submitted. Navajo DOT reserves the right to conduct detailed interviews, either by telephone or in person, of at least three (3) top-ranked firms, if warranted.

**End of Request for Qualifications
Electrical Service**