REQUEST FOR PROPOSAL
Campus Fencing Infrastructure
Navajo Technical University
Main Campus, Crownpoint, New Mexico

Issue Date: July 5, 2017
Re-issued: July 25, 2017

Navajo Technical University (NTU, “The Owner”) is replacing the fencing at the main entrance of the University campus. The Owner seeks a qualified bidder to perform the work. Bidders are invited to submit a proposal to the Owner for consideration. The successful bidder shall be expected to work closely with the Owner.

Inquiries for bid and procurement information should be directed to:

Ronald Begay, NTU Safety Officer
Navajo Technical University
P.O. Box 849
Crownpoint, New Mexico 87313
Phone: (505) 422-1645
E-mail: ronbegay@navajotech.edu

Geraldine Gamble, Interim CFO
Phone: (505) 786-4100/4118
E-mail: ggamble@navajotech.edu

Completed bids must be received at the address below no later than 10:00 a.m. on August 21, 2017.

Navajo Technical University
Attn: Business Office
Enclosed: RFP -2017-0604 - Campus Fencing
Lower Point Road/State Hwy. 371/ Rt. 9
P.O. Box 849
Crownpoint, New Mexico 87313

BIDs must be received by the date and time specified. Late BIDs will be disqualified. In order to be considered for selection, Bidders must submit a complete cost bid to the RFP. Incomplete Bids may not be considered if the omissions are determined to be significant. The Bids must be submitted in two parts: A. One (1) original and two (2) copies of the Main Campus Fencing Infrastructure bid. B. The Cost Bids must be submitted in a separate sealed envelope, which specifies on its face the name of the Bidder and must clearly be marked “Cost Bid for the Main Campus Fencing Infrastructure” and indicate if a Navajo Nation Priority 1 or Priority 2 Vendor. Bids received after the date and time specified shall be returned unopened.
Navajo Technical University reserves the right to reject any and all Bids submitted, to waive any informalities or irregularities and to re-advertise in its best interest and to request additional information from all Bidders. The advertisement for Bids does not commit Navajo Technical University to award a contract nor to pay any costs incurred for the preparation of Bid. Any contract awarded will be awarded to the Bidder, who, based upon evaluation of all Bids, is determined to have submitted the best Bid, considering both qualifications and cost.
Navajo Nation Business Opportunity Act (NN Title 5, Chapter 2) and Indian Preference (25 C.F.R. 1000.52) will be applied.

In compliance with this request for bids and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed bid.

Name and Address of Bidder:

_ Date:_____________________________

_ By:______________________________

Please Print Name

______________________________ Signature in Ink

______________________________ Title: ______________________________

FEIN:______________________________

Telephone (_____) _____________ Fax (_____) _______________
1. **GENERAL INFORMATION**

1.1 **Purpose**

Navajo Technical University (NTU) is inviting qualified vendors (hereinafter “Bidder”) to submit bids to remove existing fencing and to install new ornamental fencing and gates at the main campus located in Crownpoint, New Mexico. A more complete description of the fence and gate requirements is provided in the “Bid Specifications” of the RFP.

1.2 **Anticipated Schedule of Events**

The timetable for this RFP is presented below:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Date</th>
<th>Bid-Reissue Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Bid</td>
<td>July 5, 2017</td>
<td></td>
</tr>
<tr>
<td>Bid Re-issued</td>
<td></td>
<td>July 25, 2017</td>
</tr>
<tr>
<td>Bids due by 10:00 A.M. MST</td>
<td>July 18, 2017</td>
<td></td>
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<tr>
<td>Bid Re-issue Extended Deadline 10:00 am MST</td>
<td>August 21, 2017</td>
<td></td>
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<tr>
<td>Review /Selection/Recommendation</td>
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<td></td>
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<tr>
<td>Bid Re-issue –Review/Selection/Recommendation</td>
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<td>August 31, 2017</td>
</tr>
<tr>
<td>Approval and Award of Contract</td>
<td>July 26, 2017</td>
<td></td>
</tr>
<tr>
<td>Bid Re-issued/ Approval-Award</td>
<td></td>
<td>TBA</td>
</tr>
</tbody>
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2. **UNIVERSITY NARRATIVE AND BACKGROUND**

Navajo Technical University is tribal technical university established in 1979 and chartered by the Navajo Nation. Located in Crownpoint in Northwest New Mexico, the University prepares Navajos and other students with a quality technical and vocational education, associate degrees, bachelor degrees, master degrees, or community education in a higher learning setting. With a current enrollment of 1,926 students at the main campus and at its satellite campus in Chinle and Teec Nos Pos Arizona, the university is in a unique position to transition students directly into the workforce or into four year schools; it addresses the higher education needs of the Navajo Nation in an immediate and comprehensive manner. Navajo Technical University is accredited by The Higher Learning Commission of the North Central Association of Universities and Schools and is a member of the American Indian Higher Education Consortium.

3. **SCOPE OF SERVICES**

The first phase of this project includes removing the current fencing (2,300 feet) of chain link fencing and gates. The second phase will be the installation of a 2,300 feet ornamental fencing and gates at two entrances.
4. **BID REQUIREMENTS**

The Bids must be submitted in two parts: A. One (1) original and two (2) copies of the Main Campus Fencing Infrastructure bid and including all other attachment(s). The Cost Bids must be submitted in a separate sealed envelope, which specifies on its face the name of the Bidder and must clearly be marked “Main Campus Fencing Infrastructure Bid Cost Proposal.” Bids received after the date and time specified shall be returned unopened.

It is important that you follow the format presented below. Your response should be ordered and numbered in accordance with this section of the RFP.

A. **Qualified and Certified Contractor**

   This section is intended to establish the ability of the Firm to satisfactorily perform the required work, including demonstrated experience and competence in performing work of a similar nature. Consideration will also be given to the bidder’s strength and stability, staffing capability, record of meeting schedules on similar projects and supportive client references.

   1. A signed letter of interest, stating the Bidder’s interest and qualifications in providing the required materials and installation services; a brief history of the Bidder; and a summary of experiences and accomplishments pertinent to the scope of services.
   2. Provide a brief profile of the Bidder, including the types of services offered, the year founded, form of the organization (corporation, partnership, and sole proprietorship), number, size and location of offices, and number of employees. Please attach a completed IRS W-9 form.
   3. Describe the bidder’s experience and project approach in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project. Please provide a list of similar projects. A description of how your firm will add value to the project.
   4. Provide four references with the name, title, address and telephone number of the person at the client organization who is most knowledgeable about the work performed and include the dates of service.
   5. Provide a list of any pending claims or litigation (current and past five years) with clients and the nature of such.
   6. Describe your Project Safety Plan that you have implemented on projects of similar size and scope.
   7. Firm’s should include any and all work intended to be subcontracted as part of the proposal submittal, inclusive of background materials and references for proposed subcontractor(s).

B. **Cost (Fees) Bid – Attachment A (Sealed in a separate envelope)**

   1. Fees for services to be provided are to include hourly rates for Bidder’s partner(s), associate(s), and key support personnel (if applicable). Fees for the Contract Period are to be firm. Pricing should be submitted separately, as stated above, for Contract Period of the proposed contract period.
2. Cost of materials to be utilized in the project shall be itemized. The owner has selected the Ameristar Echelon Plus Classic Style. For more detailed specification, refer to Echelon Plus Construction Specification 32 31 19.

Fencing Specification:
Length: Two thousand-three hundred feet (2,300 feet) Ornamental Black Aluminum Fence
Height: Six feet (6 feet)
Posts: Set at 33” (thirty-three inches) deep, concrete footings.

Gate Specification: Transport Sliding Gate
Gate #1-North Entrance – Length: Twenty-six feet (26 feet), 2 swing gates
Gate #2- Main Campus Entrance – Length: Sixty feet (60 feet), 2 transport sliding gate

Include Warranty information workmanship and materials utilized in this project.

Below are highlighted sections of the specifications, refer to Spec A.

MATERIAL
The manufacturer shall supply a total ornamental aluminum fencing system of the Ameristar Echelon Plus® (Classic™) design. The system shall include all components (i.e., pickets, posts, rails, gates and hardware) required.
The ornamental fence system shall conform to Ameristar’s Echelon Plus aluminum ornamental fencing, (Classic, 3-rail) style manufactured by Ameristar Fence Products, Inc. in Tulsa, Oklahoma.

1. Aluminum material for fence framework (i.e., tubular pickets, rails and posts) shall conform to the requirements of ASTM B221. The aluminum extrusions for posts and rails shall be Alloy and Temper Designation 6005-T52. The aluminum extrusions for pickets shall be Alloy and Temper Designation 6063-T52.

2. Pickets shall be 3/4” square x .045” thick. Horizontal rails shall be 1-1/4” x 1-7/16” Forerunner™ channel with .060” thick top & internal web wall, and .090” thick side walls and shall be punched to allow picket to pass through the top of the rail. The Forerunner rail shall be constructed with an internal web insert providing a raceway for the pickets to be retained with a 1/8” retaining rod. The number of rails shall vary with the style, height and strength as determined by manufacturer. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

3. Accessories: Aluminum castings shall be used for all post caps, scrolls, finials, and other miscellaneous hardware. Hinges and latches shall be fabricated from aluminum, stainless steel or composite materials.

FABRICATION
1. Pickets, rails and posts shall be pre-cut to specified lengths. ForeRunner rails shall be pre-punched to accept pickets. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper raceway of the
ForeRunner rails (Note: This can best be accomplished by using an alignment template). Retaining rods shall be inserted into each ForeRunner rail so that they pass through the pre-drilled holes in each picket, thus completing the panel assembly.

2. The manufactured framework shall be subjected to the Ameristar thermal stratification coating process (high-temperature, in-line, multi-stage, and multi-layer) including, as a minimum, a six-stage pretreatment/wash and an electrostatic spray application of a polyester finish. The topcoat shall be a “no-mar” TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be (Black). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

3. Finish: All fence components shall be subject to a six-stage pretreatment/wash followed by an electrostatic spray application of a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2-4 mils. The color shall be (specify black, bronze or white).

4. Completed panels shall be capable of supporting a 200 lb. load (applied at midspan) without permanent deformation. Panels without rings shall be biasable to a 12.5% change in grade.

5. Swing gates shall be fabricated using 1-1/4" x 1-7/16" Forerunner rail, 1.75” sq. x .125” gate ends, and 3/4” sq. x .080 pickets. Gates that exceed 6’ in width will have a 1.75” sq. x .125” intermediate upright. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

FENCE INSTALLATION
Fence post shall be spaced according to Table 3, plus or minus ½”. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers 33” depth recommended (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The “Earthwork” and “Concrete” sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

FENCE INSTALLATION MAINTENANCE
When cutting/drilling rails or posts adhere to the following steps to seal the exposed surfaces; 1) Remove all metal shavings from cut area. 2) Apply custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1 & 2 above will negate warranty. Ameristar spray cans or paint pens shall be used to finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures’ warranty.
GATE INSTALLATION
Gate posts shall be spaced according to the manufacturers’ gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers’ gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer’s recommendations.

CLEANING
The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

a. The University requires detailed monthly billing statements, if applicable, which shall include, but are not limited to the following items:
   a. Itemizes the date of services.
   b. Identifies the partner(s), associate(s), and/or support personnel (if applicable) providing the services.
   c. Lists time spent for each service or activity by tenths of an hour.
   d. Provides a detailed description of the services performed, including a clear identification of the subject of the service, such as a topic, person, event, etc., or other clear identifying information.
   e. States the fees for those services.
   f. Itemizes all associated expenses related to the type of services performed.

C. Other
1. Scheduled time for material delivery
2. Estimated time to complete project (in weeks).
5. **PREPARATION OF BID**

A. Bidders interested in submitting a bid or have questions regarding the required services, the contents of bid, the selection or any other requirements, these questions should be directed to the following individual:

   Ronald Begay, NTU Safety Officer  
   Navajo Technical University  
   P.O. Box 849  
   Crownpoint, New Mexico 87313  
   Phone: (505) 422-1645  
   E-mail: ronbegay@navajotech.edu

B. Bidder is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent information, and respond completely. Each BIDDER shall submit bids containing all information required by the RFP.

C. Failure to respond to all portions of this RFP may result in the BIDDER’S submittal being deemed non-responsive. Bids must be signed by an officer or principal of the BIDDER; however, they may be signed by an agent if accompanied by written evidence of authority.

D. **A. One (1) original and two (2) copies of the Main Campus Fencing Infrastructure bid and including all other attachment(s) will be accepted at address stated below or hand delivered at location specified in Section VIII, Part E by no later than 10:00 A.M., Monday, August 21, 2017. Bids received after this time and date specified will not be considered.**

   Navajo Technical University  
   Attn: Business Office/ G. Gamble  
   Enclosed: RFP -2017-0604 - Campus Fencing  
   Lower Point Road/ State Hwy. 371/ Rt. 9  
   P.O. Box 849  
   Crownpoint, New Mexico 87313

E. No bill shall be withdrawn for a period of thirty (30) days after the due date of the submission of bid. A Bidder may notify or withdraw the bid at any time prior to the bid due date by written request, signed by the same person who signed the bid.

F. Bidders are responsible for making certain bids are delivered to the Business Office of Navajo Technical University. Mailing of bids does not ensure that the bid will be delivered in time or delivered at all. If Bidder does not hand deliver bid, *Navajo Technical University suggests that Bidder use some sort of delivery service that provides a receipt.*
G. Bids will be accepted in person by United States mail, by private parcel or delivery service, or by private courier service. Verbal communication, telephone, electronic mail, or facsimile transmission will not be acceptable submissions for Bids.

H. Any bid received after the date and hour specified will be rejected and returned unopened to the Bidder.

I. Navajo Technical University reserves the right to postpone the date and time for opening bids through an addendum.

J. Issuance of this IFB does not commit Navajo Technical University, in any way, to pay any costs incurred in the preparation and submission of bid. All costs related to the preparation and submission of bid shall be paid by Bidder. The issuance of this IFB does not obligate Navajo Technical University to enter into contract for any services or expenses.

K. All Navajo Technical University procurement is subject to the Navajo Nation Code and Code of Federal Regulations (CFR) as amended. Navajo Nation Business Opportunity Act (NNC Title 5, Chapter 2) and Indian Preference (25 C.F.R. 1000.52) will be applied. The Navajo Nation Business Opportunity Act provides qualified and certified Navajo owned businesses the opportunity to bid on Navajo Technical University contracts. A 5% bid preference will be given to any Navajo owned or Native American owned Firm. To receive this preference, Navajo owned or Native American owned Firms must be certified by the Navajo Nation Business Regulatory Department.

L. Bids are to be signed by an individual authorized to bind the submitter to its provisions. Bids are to contain a statement indicating the period during which the bid will remain valid. Failure to sign bid will disqualify it.

M. Navajo Technical University reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities.

6. OPENING OF BIDS

Bids will not be publicly opened. Except for the “Cost Bid for the Main Campus Fencing Infrastructure” this will be publicly opened, read aloud, and recorded immediately after the date and time of submission of bid. All bids and evaluations will be kept strictly confidential throughout the evaluation, selection, and negotiation. Only members of the Evaluation Committee, Navajo Technical University administrative officers, and its agents having a legitimate interest will be provided access to the bids and evaluation results.

7. GENERAL TERMS AND CONDITIONS

A. Applicable Laws and Courts
   This solicitation and any resulting contract shall be governed in all respects by the laws of the Navajo Nation. The Bidder shall comply with applicable federal, state, and local laws and regulations.

B. Ethics in Public Contracting
By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, vendor or subcontractor in connection with their bids, and that they have not conferred on any University employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Bidders specifically certify by submitting their bid that they are not in violation of the applicable laws, for acts of bribery and/or conspiracy in restraint of free and open competition in its transactions with other entities or political subdivisions.

C. Debarment Status – Attachment B
By submitting their Bids, all Bidders certify that they are not currently debarred from submitting bids or Bids on contracts by the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of federal government. Debarment Status Form attached as Attachment B.

D. Mandatory Use of Terms and Conditions
Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid; however, the University reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid.

E. Clarification of Terms
If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact Mr. Ronald Begay, NTU Safety Officer, whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the University and disseminated to all known Interested Parties.

F. Invoices
All interim and final invoices for services provided, delivered and accepted shall be submitted by the Bidder for approval prior to payment to:

Dr. Elmer Guy, President
Navajo Technical University
P.O. Box 849
Crownpoint, New Mexico 87313

G. Payment Terms
The University will make payment within 30 days of receipt of a proper invoice for interim and final billings, provided that the billing has been approved by the President of the University.

H. Assignment of Contract
A contract shall not be assignable by the Bidder in whole or in part without the written consent of the University.

I. Changes
To the Contract The University may order changes within the general scope of the contract at any time by written notice to the Bidder. Changes within the scope of the contract include, but are not limited to, things such as the place of delivery. The Bidder shall comply with the notice upon receipt. The Bidder shall be compensated for all reasonable additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by mutual agreement between the University and the Bidder in writing.

J. Default
In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due notice, may procure them from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the University may have.

K. Precedence of Terms
Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8. SPECIAL TERMS AND CONDITIONS

A. Qualifications of Bidders
The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the University all such information for this purpose as may be requested. The University further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the University that such Bidder is properly qualified to carry out the obligations of the contract.

B. Cancellation of Contract
• The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Bidder. Any contract cancellation notice shall not relieve the Bidder of the obligation to deliver and/or perform on all outstanding services prior to the effective date of cancellation. In the event of termination by mutual agreement, the Bidder may be compensated for hours worked at the specified contractual rate for which the University received consulting services within the scope of the contract.

• If, through any cause other than acts of nature, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the Bidder fails to fulfill in a timely and proper manner obligations under the contract, the University shall have the right to terminate the contract on written notice to the Bidder specifying the effective date of termination.

• The Bidder shall not be relieved of liability to the University for damages sustained by virtue of any breach of the contract by the Bidder. The University may withhold, or require to be withheld, any payment to the Bidder for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.
C. Contract Period
The term of the contract shall be measured from the date of commencement, subject to adjustments of the Contract Period as described. The Contract Period is that number of required hours to reasonably and professionally complete the Scope of Work/Services, to the full satisfaction of the Navajo Technical University. The term of the contract is at the sole discretion of the Board of Trustees of the University for any additional review required by the University.

D. Contract Limitations
During the contract period, the Bidder agrees not to submit bids on or perform any other consulting services outside the scope of this contract for the University without the prior written approval of the University.

E. Identification of bid Envelope
- The signed consulting services bid shall be submitted in a separate envelope or package, sealed and identified as follows:

  From: Name of Bidder  Due Date  Time

  Street, or Box Number  RFP Title

  City, State, Zip Code

Name of Buyer: Navajo Technical University

- The envelope shall be addressed as directed on the cover page of this solicitation. Contained within the envelope will be all information necessary for the Main Campus Digital Safety Systems bid and a separate sealed envelope containing the Cost information, specifically labeled “Cost Bid for the NTU Main Campus Digital Safety System.”

- Bids may be hand delivered to the University Business Office located at the following address:
  
  Navajo Technical University Business Office
  Dine Empowerment Center
  Lower Point Road, Highway 371 & Navajo Route 9
  Crownpoint, New Mexico 87313
  Telephone: (505) 786-4184/4100

  No other correspondence or other bids should be placed in the envelope.

F. Indemnification
The Bidder agrees to indemnify, defend and hold harmless the University, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Bidder or any services of any kind or nature furnished by the Bidder, provided that such liability is not attributable to the sole negligence of any University employee or the failure of University employees to use the materials, goods, or equipment in the manner described by the Bidder on the materials, goods, or equipment delivered.

G. Subcontracts
No portion of the work shall be subcontracted without prior written consent of the University, who may refuse to grant its approval for any reason. In the event that the Bidder desires to subcontract some part of the work specified herein, the Bidder shall furnish the University the names, qualifications and experience of their proposed subcontractors. The Bidder shall remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

H. Proprietary Information
The University will not accept responses to Invitations for Bid in cases where the Bidder declares the entire response to the RFP to be proprietary information. The Bidder must designate in the smallest increments possible, that part of the bid which is deemed to be proprietary.

I. Integrated Agreement
Any resulting contract represents the entire and integrated agreement between the Bidder and University and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the Bidder and the University.

J. Worker’s Compensation
The Bidder shall be required at all times during the term of this agreement to subscribe and comply with applicable Workers' Compensation laws and to hold harmless the University and its authorized agents from any and all liability from or under said act.

K. Insurance Requirements
The successful respondent shall be required to have professional liability insurance in full force and affect upon award of contract and provide proof of coverage and limitations. The Bidder shall provide required Certificate(s) of Insurance within ten (10) working days of contract award notification and maintain such insurance during the entire term of the contract.

L. Income/Social Security/Employment Taxes
  • The Bidder shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full and exclusive liability for the payments of any and all Federal or applicable state income taxes, contributions or for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the Bidder on work performed under the terms of this agreement.
  • The Bidder further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials. The Bidder shall indemnify and hold harmless the University and its authorized agents from any contributions, taxes, or liability referred to in this article.

M. Drug Free Workplace
Bidders contracting with Navajo Technical University further certify that they will comply with the Drug Free Workplace Act in carrying out any contract resulting from this bid.
9. **BID EVALUATION AND CRITERIA**

A. An Evaluation Committee consisting of officers and employees of Navajo Technical University will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Bidders and the competitive range; recommend the selection of the Bidder, if any, that may be awarded the Contract, and in negotiations.

B. All aspects of the evaluations of the bids, any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation process.

C. All bids must conform to the specifications. Bids will be analyzed for conformance with the instructions and requirements of the RFP. Bids that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for competitive range. Navajo Technical University reserves the right to request of a Bidder to provide any missing information and to make corrections.

D. Evaluations will be made in strict accordance with all of the evaluation criteria specified herein. Evaluation of bids will be based upon the following criteria:

1. Responsiveness of the bid in clearly stating and understanding the scope of services, and in meeting the bid requirements of the RFP.
2. Previous experience of the Bidder in general as well as that of its partner(s), associate(s) and key support personnel (if applicable).
3. Qualifications of the Bidder to provide the University with consulting services for the required period of time, provide adequate staffing, and show a history of demonstrated competence.
4. University’s assessment of the Bidder’s abilities to meet and satisfy the needs of the University; taking into consideration additional services or expertise offered that exceed the bid requirements or the inability to meet some of the bid requirements.
5. Relevancy to the University and appropriateness of Bidder’s affiliations, professional memberships, and background or experience in the areas of higher education policy and funding, educational research methods, research design, program development and evaluation, involvement and knowledge of higher education related matters; in particular, advocacy for Native American Tribal Colleges will be of special interest in evaluating bids.
6. Information obtained by the University from Bidder’s references or other clients.
7. Timeline to complete the project.
8. Fees and expenses for services to be provided by the Bidder.
9. Best interests of the University, only the University is in a position to determine their own best interests, and their decision shall be final.
10. **AVAILIBILITY OF FUNDS**

This procurement is subject to the availability of funding. Navajo Technical University’s obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of Navajo Technical University for any payment shall arise until funds are made available to the Chief Financial Officer for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Chief Financial Officer. Any award of Contract hereunder will be conditioned upon said availability of funds.

11. **AWARD OF BID**

A. Submission and award of a Contract will be selected to the Bidder whose bid is found to be the most advantageous to Navajo Technical University, taking into consideration the factors outlined in this Invitation for Bid.

B. Independent Contractor

It is expressly understood and agreed that the Bidder, if selected, and all persons designated by it to provide services in connection with the subsequent award of a Contract, is and shall be deemed to be an independent Contractor, responsible for its respective acts or omissions, and that Navajo Technical University shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that is has the authority to bind the other.

12. **RESERVATIONS AND RIGHTS**

A. Navajo Technical University reserves the right to:
   1. Reject any and all bids received
   2. Issue a subsequent RFP
   3. Cancel the entire RFP
   4. Remedy technical errors in the RFP process
   5. Negotiate with any, all or none of the Bidders to the RFP
   6. Accept the written bid as an offer
   7. Waive informalities and irregularities
   8. Accept one or more bids

B. The RFP does not commit Navajo Technical University to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of bids or in participation of a Contract.
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