



# **Navajo Technical University**

## **Request for Proposal (RFP)**

**RFP# 2024-007**

**for A People-Centered Decision Support Tool  
for Enhancing Power Grid Resilience for the Navajo Nation**

### **Important Dates**

<b>RFP Release Date:</b>	January 16th, 2025
<b>Deadline for Questions:</b>	January 24th, 2025
<b>Proposal Due Date:</b>	January 31th, 2025

**Questions related to this RFP should be directed to both email addresses below:**

*E-mail:* [finance@navajotech.edu](mailto:finance@navajotech.edu) and [dormady.1@osu.edu](mailto:dormady.1@osu.edu)

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## **Objective of this RFP**

The Navajo Technical University (NTU) seeks written proposals to contract an experienced survey vendor (hereafter referred to as "firm" or "vendor") to administer two online and call-center based surveys in English and Navajo, one firm of vendor and one survey of households on the Navajo reservation.

## **Funded by:**

This is being funded by the Department of Energy's Renewables Advancing Community Energy Resilience (RACER) Program. Grant No. DE-EE0010420.

## **About Navajo Technical University:**

Navajo Technical University is a 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 1,200 students at the main campus and at its satellite campus in Chinle, Teec Nos Pos Arizona and Zuni and Kirtland, NM, 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.

Today, NTU is one of the premier institutions of higher education in the nation, providing a unique balance between science and technology and culture and tradition. Much of what guides NTU's success is our mission and our identity rooted in the Diné Philosophy of Education.

## **Scope of Work:**

**NTU is seeking proposals from Qualified Vendors to fulfil the scope of work. Refer to Attachment A.**

## **Proposal Specification**

The Proposals must be submitted in two parts: A. One (1) original and four (4) copies of the "A People-Centered Decision Support Tool" proposal and including all other attachment(s); B. One (1) original of the Cost Proposal must be submitted in a sealed envelope, which specifies on its face the name of the Proposer and must clearly be marked the "A People-Centered Decision Support Tool" proposal. Proposer shall indicate Navajo Nation Priority 1 or Priority 2 Vendor on the envelope. Proposals received after the due date and time specified shall be returned unopened. In order for your proposal to be considered, it must include the following:

## **Indian Preference**

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 (5 NNC§203 et. sea.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied. The Navajo Nation Business Opportunity Act provides qualified and certified Navajo-owned businesses the opportunity to propose on Navajo Technical University contracts. A 5% proposal 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.

## **PROPOSER CERTIFICATION STATEMENT**

Navajo Nation Business Opportunity Act (5 NNC§203 et. seq.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied.

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

Name of Firm: \_\_\_\_\_

Name of DBA (If Applicable): \_\_\_\_\_

Represented By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

FEIN No.: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

### **Proposal Submittal Check List**

- ☐ Proposal/ Proposal Requirements
- ☐ Attachment A - Cost Proposal (Separate Sealed Envelope)
- ☐ Attachment B - Debarment Status
- ☐ Completed IRS W-9 Form
- ☐ Proposer Certification Statement
- ☐ Navajo Nation Business Certification - Priority 1 / Priority 2 (if applicable)

The above Firm DOES \_\_\_\_ DOES NOT \_\_\_\_ intend to respond to this Request for Proposal.  
(Select One)

## Special Terms and Conditions

### **A. Qualifications of Proposers:**

The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to the University all such information for this purpose as may be requested. The University further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy the University that such Proposer 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 Proposer. Any contract cancellation notice shall not relieve the Proposer 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 Proposer 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 Proposer 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 Proposer specifying the effective date of termination.
- The Proposer shall not be relieved of liability to the University for damages sustained by virtue of any breach of the contract by the Proposer. The University may withhold, or require to be withheld, any payment to the Proposer for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.

## Indemnification

The Proposer 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 Proposer or any services of any kind or nature furnished by the Proposer, 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 Proposer on the materials, goods, or equipment delivered.

## 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 Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish the University with the names, qualifications, and experience of their proposed subcontractors. The Proposer 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.

## Proprietary Information

The University will not accept responses to Invitations for Proposals in cases where the Proposer declares the entire response to the RFP to be proprietary information. The Proposer must designate in the smallest increments possible, that part of the proposal which is deemed to be proprietary.

### Integrated Agreement

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

### Worker's Compensation

The Proposer 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.

### Insurance Requirements

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

### NTU Rights for Solicitation Cancellation, Rejection of a Proposal or All Proposals:

Navajo Technical University reserves the right to reject any and all Proposals submitted, to waive any informalities or irregularities and to re-advertise in its best interest, and to request additional information from all Proposers. The advertisement for Proposals does not commit Navajo Technical University to award a contract nor to pay any costs incurred for the preparation of the Proposal. Any contract awarded will be awarded to the Proposer, who, based upon evaluation of all Proposals, is determined to have submitted the best Proposal, considering both qualifications and cost.

The NTU may cancel the procurement or reject any or all proposals. The NTU is not liable to any proposer for any loss or expense caused by or resulting from the proposals of a solicitation or rejection of a proposal.

The NTU will not reimburse any costs incurred in preparation of the proposal in response to this RFP.

### Changes to the RFP and Addenda:

If the NTU determines that additional information or clarification to the RFP is necessary, or if changes are made to the RFP, such information will be supplied in addenda. Addenda shall have the same binding effect as though contained in this RFP. Verbal statements made by the NTU's representatives are not binding on the NTU unless confirmed by written addendum.

### Rights of NTU:

During the evaluation process, the NTU reserves the right, where it may serve the NTU's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. Submission of a proposal indicates acceptance of the conditions contained in the request for proposal (RFP), unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the NTU and the Firm selected.

Upon submission, all proposals become the property of the NTU and become part of our official files without any further obligation on the part of the NTU. The NTU will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder.

### **Proposal Review and Notification:**

The NTU Administrator and a selection panel will review and evaluate each proposal submitted. It is anticipated that the proposal review process will be completed in the Last week of January, 2025. A written notice will be sent only to those firms that were selected for interview.

### **Proposal Evaluation and Criteria:**

The NTU will be evaluating prospective proposals based upon the following criteria:

- A. An Evaluation Committee consisting of officers and employees of Navajo Technical University and the Ohio State University partners will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Proposers and the competitive range; recommend the selection of the Proposer, if any, that may be awarded the Contract, and in negotiations.
- B. All aspects of the evaluations of the proposals, any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation process.
- C. All proposals must conform to the specifications. Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposals 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 Proposer 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 proposals will be based upon the following criteria:
  - 1. Qualifications and experience of the applicant, including appropriate licensing and suitable references. (25%)
  - 2. Applicant's ability to provide the requested services on time. (25%)
  - 3. Work approach, technology and innovation, implementation roadmap. (25%)
  - 4. Cost - Effectiveness. (25%)

### **Availability 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 Director of Finance for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Director of Finance. Any award of Contract hereunder will be conditioned upon said availability of funds.

### Opening of Proposals

Proposals will not be publicly opened. Except for the "Cost Proposal to Purchase Six (6) Modular Home Units" this will be publicly opened, read aloud, and recorded immediately after the date and time of submission of proposal. All proposals 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 proposals and evaluation results.

No proposal shall be withdrawn for a period of ninety (90) days after the due date of the submission of the proposal. A Proposer may notify or withdraw the proposal at any time prior to the proposal due date by written request, signed by the same person who signed the proposal.

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

### Award of Proposal

- A. Submission and award of a Contract will be awarded to the most responsible Proposer submitting a responsive Proposal that is the most advantageous to Navajo Technical University, taking into consideration the factors outlined in this Request for Proposal.
- B. Independent Contractor: It is expressly understood and agreed that the Proposer, 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 has the authority to bind the other.

### Proposal Submission:

Completed proposal must be accepted via email (with subject line " **RFP-2024-007 A People-Centered Decision Support Tool**" or postmark on or before due date mention in this RFP at

*E-mail: [finance@navajotech.edu](mailto:finance@navajotech.edu)*

*or*

*Navajo Technical University*

*Attn: Business Office*

*Geraldine Gamble, Accounting Manager*

*Enclosed: RFP-2024-007 A People-Centered Decision Support Tool*

*P.O. Box 849*

*Crownpoint, New Mexico 87313*

Late proposals will not be considered.

Thank you for your interest.



## **Attachment A - Scope of Work**

The Navajo Technical University requests qualified vendors to complete the work outlined below.

### **Overview of Requirements**

The vendor will be an experienced survey research business with the ability to work with a university- based research team to administer, host and sample surveys of both businesses and households.

The vendor will be required to have required survey capabilities, including the ability to program, host, field, sample, stratify and remunerate respondent households or businesses.

The vendor will be required to work with the research team at Navajo Technical University and the Ohio State University to administer survey instruments designed by the researchers to businesses and households in the United States and foreign nations. One survey will be for households and one survey will be for businesses, and each survey will be available in both English and the Navajo language.

The firm will need to have the capacity to program and web-host the survey instrument on a secure web-based platform that ensures respondents' confidentiality. It will be required to provide NTU and the university research team with completed data meeting quality and robustness checks, in an accessible format such as MS Excel or CSV.

The firm will need to have the ability to ensure a minimum viable completed set of survey responses with no (or minimal) missing responses. The vendor is expected to have the capacity to operate a call-center based survey in English, and an online survey-based administration for both surveys (business and household) in English and Navajo.

The vendor will need to have the ability to sample businesses and household respondents on the Navajo reservation and will also need to have the ability to integrate and utilize business contact listings provided by the researchers in that sampling methodology.

The vendor will have access to and be able to utilize business listings with firmographic details to support sampling and stratification efforts, including data on potential respondent firm size and NAICS sector or foreign equivalent industry code.

Please provide responses in the same order as below.

### **Deliverables:**

- a. Programmed and Hosted Survey Instrument:** A secure, web-based survey, accessible to designated participants in English and Navajo. Required to work with the university researchers in a timely manner to address any quality or programming concerns, including debugging and validity check coding.
- b. Participant Recruitment and Sampling Report:** Documentation of recruitment methods, sampling procedures, and confirmation of sample representation.
- c. Participant Remuneration:** Directly compensate respondents for a robust sample of businesses and households.

- d. De-identified Data Set:** Completed, de-identified responses in CSV or spreadsheet format with no missing values, suitable for analysis.
- e. Follow-up Report:** Summary of follow-up actions taken to ensure survey completeness.
- f. Final Survey Report:** Includes sampling details, translation documentation, survey response rates, and an overview of the data collection process.

**Qualifications and Requirements:**

- 1) The proposing firm must be properly licensed.
- 2) **Qualifications and Experience:** Suitable qualifications and experience are required.
- 3) **Project References:** Proposers should provide a list of at least three are required projects or similar work currently being performed or recently completed within the last three years. This list should include:
  - i. Name, address, and telephone number of the responsible contact person.
  - ii. Cost of the contract.
  - iii. Contract dates.
  - iv. Types of services provided.
- 4) **Financial Resources:** Proposers must have adequate financial resources to perform the contract or the ability to obtain them.
- 5) **Work Plan:** Proposers must include a complete work plan that describes the methods and processes used to provide the services described in the scope of services. Project completion date is July 31, 2025.

## Attachment B - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Navajo Technical University is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from participating in Federal, State of New Mexico, State of Arizona, or Navajo Nation funded contracts. Covered transaction include procurement contracts for goods or professional services in any amount and all non-procurement transactions. This certification is required for all bidders of Navajo Technical University to be awarded and all non-procurement transactions.

The prospective Applicant certifies, to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- 2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

The Applicant hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State of New Mexico, State of Arizona, or Navajo Nation funded contracts.

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Applicant Name (print)

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Name of individual signing on Applicant's behalf

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Applicant Address

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Title of individual signing on Applicant's behalf

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Signature of individual signing on Applicant's behalf

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Date