

# Invitation to Bid

**Navajo Nation Department of Justice  
seeking**

**Information Technology hardware and software, including network  
and server infrastructure, computer servers, computers, printers, and  
related computer peripheral supplies.**

**ITB# 21-06-2500LE**

**SUBMISSION DEADLINE: July 2, 2021; 5:00 pm MDT**

**This Invitation to Bid (“ITB”) package corresponds to the classified advertisement  
published, beginning June 24 2021.**



**NAVAJO NATION DEPARTMENT OF JUSTICE**

**For additional information, please contact:  
Steven Harrison, Sr. Programmer Analyst  
Navajo Nation Department of Justice**

**Email: [sharrison@nndoj.org](mailto:sharrison@nndoj.org)**

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## I. INTRODUCTION

### A. Navajo Nation Department of Justice

The Navajo Nation Department of Justice (“NNDOJ”) provides legal services to the Navajo Nation government including its three branches, divisions, the 110 chapters, and its entities. NNDOJ is located on the Navajo Nation in rural northeastern Arizona with our primary government headquarters in Window Rock, AZ.

### B. ITB Purpose

NNDOJ is seeking information technology (“IT”) hardware and software, including network and server infrastructure, computer servers, computers, printers, and related computer peripheral supplies from IT vendors in accordance with NNDOJ specifications and Navajo Nation laws and regulations.

### C. Project Location

The goods sought shall be delivered to NNDOJ offices in Window Rock, on the Navajo Nation in rural northeastern Arizona. Thereafter, any required on-site repairs shall also take place at the NNDOJ offices in Window Rock.

### D. Inquiries

Inquiries regarding this ITB should be submitted, in writing only, to the designated individual named below. Inquiries and/or other requests made to any other individual or Navajo Nation office regarding this ITB will not be answered.

Designated Individual:  
Steven Harrison, Sr. Programmer Analyst  
Navajo Nation Department of Justice  
Email: [sharrison@nndoj.org](mailto:sharrison@nndoj.org)

## II. PROCUREMENT REQUIREMENTS

### A. General

1. Questions regarding this solicitation may be submitted to the designated individual, named above, by email until June 29, 2021 at 5:00 pm MDT. Questions submitted in any other

manner will not be answered. Each email submitting a question must be titled using the following naming convention: "Question – Submitting Entity Name, ITB# 21-06-2600LE."

2. All properly received questions will be answered via email.
3. All costs incurred by an interested entity in the preparation, reproduction, transmittal, delivery, or in any way related to the documents submitted in response to this ITB will be borne solely by the submitting entity.

B. Applicable Navajo Nation Laws, Regulations, and Policies

All applicable Navajo Nation laws and regulations shall govern this procurement, including the eligibility of any interested entity under consideration for a contract award. All interested entities, any awardee, and contracting party shall comply with any and all applicable laws, regulations, and policies governing procurement, administration, performance, payment, reporting, and any other matters related to this ITB. Applicable laws and regulations include, but are not limited to:

- The Navajo Sovereign Immunity Act, 1 N.N.C. § 551 *et seq.*;
- Title 2 of the Navajo Nation Code, related to contracts;
- The Navajo Nation Privacy Act, 2 N.N.C. § 81 *et seq.*;
- The Navajo Nation Ethics in Government Law, 2 N.N.C. § 3741 *et seq.*;
- The Navajo Business Opportunity Act, 5 N.N.C. § 201 *et seq.*;
- The Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*;
- The Navajo Nation Procurement Rules and Regulations, resolution BFD-192-03, adopted by the Budget & Finance Committee of the Navajo Nation Council; and
- The Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*
- The Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*

C. Ownership of Documents

All documents and materials contained in this ITB are the property of the Navajo Nation. All documents submitted to the Navajo Nation by an interested entity in relation to this ITB shall become the property of the

Navajo Nation, and shall not be returned to the submitting entity. All proprietary information submitted to the Navajo Nation should be marked as such, and shall be treated with confidentiality in accordance with the Navajo Nation Privacy Act, 2 N.N.C. § 81 *et seq.*

**D. Acceptance of Navajo Nation Requirements**

Submission of a bid in response to this ITB shall constitute the submitting entity's acknowledgement and acceptance of all requirements and conditions governing this procurement, including all Navajo Nation laws, regulations, and policies as described above.

**E. Bid deadlines, submission and opening**

1. All bids submitted for consideration must be received by the designated individual, named above, by July 2, 2021 at 5:00 MDT. Any bid received after this deadline shall be disqualified and will not be considered. All bids must be submitted via email to the designated individual, as described below.
  
2. Bids shall be opened at 10:00 am on July 6, 2021, at the NNDOJ office in Window Rock, and in accordance with the Navajo Business Opportunity Act, 5 N.N.C. § 201 *et seq.*

**F. Subcontractors**

The selected contractor shall perform all work resulting from this procurement, and all payments under any related contract shall be made directly and only to the selected contractor. Use of subcontractors, suppliers, or other persons, is permitted only as identified in the selected contractor's submitted bid.

**III. SCOPE OF WORK – DESCRIPTION OF DESIRED GOODS**

No refurbished, remanufactured, or recycled versions of the goods described below will be accepted.

ITEM	DESCRIPTION	SKU	Quantity
NETGEAR GC752X	52port Smart Managed Pro Switch	GC752X-100NAS	4
NETGEAR XSM4316S	16-port Managed Switch 10GBASE-T/SFP+	XSM4316S-100NES	1

NETGEAR AXM761	10GBase-SR SFP+ Tranceiver (Short Reach) multimode	AXM761-10000S	8
OM1 8 meter Fiber Optic Cable	LC/LC OM1 Duplex 62.5/125 multimode 62.5 micron core		8
<b>Server -Infrastructure</b>			
<b>Network Services</b>		<b>File Backup Server</b>	
<b>Lenovo System X</b>			
LENOVO Thinksystem SR630 Server	Server, Rack, 1U, Xeon Silver 4208 2.31Ghz, 16GB 8core 1x RAID 530-8i 4/4 LFF SAS/SATA, SATA6 12Gbps SAS 4 3.5" Drive Bays	7X02A0FANA	4
LENOVO Thinksystem ST550 Server	Server, Tower, Xeon Silver 4216 2.1Ghz, 32GB Thinksystem RAID 930-8i SAS 3.0 PCI express 3.0	7X10A0AUNA	2
LENOVO Thinksystem 4TB Hard Drive	SAS 12GB/s, 3.5" Serial Attached SCSI 3 Enterprise SCSI-3	7XB7A00043	30
Windows Server 2019 Standard	Microsoft Government Open License - 16cores	9EM-00678	7
<b>Printers</b>			
HP Color LaserJet Enterprise M751dn	Color Laser Printer, Enterprise, 1.5GB, Duplex	T3U44A#BGJ-BSTK	6
HP 658A Black Toner 7000 pages	Black Toner	W2000A	20
HP 658A Yellow Toner	Yellow Toner	W2002A	15
HP 658A Cyan Toner	Cyan Toner	W2001A	15
HP 658A Magenta Toner	Magenta Toner	W2003A	15
HP 81A Black Toner	Black Toner	CF 281A	2
HP 55 Black Toner	Black Toner	CE 255X	2
HP 305A	Black Toner	CE 410A	2
HP 305A	Cyan Toner	CE 411A	2
HP 305A	Yellow Toner	CE 412A	2
HP 305A	Magenta Toner	CE 413A	2
HP 507	Black Toner	CE 400X	2
HP 507	Cyan Toner	CE 401A	2
HP 507	Yellow Toner	CE 402A	3
HP 507	Magenta Toner	CE 403A	3
HP LaserJet P3015 Maintenance Kit	Fuser, Pickup Rollers, Paper Roller	RM1 - 6274	4

HP LaserJet 500 Color M551 Maintenance	Maintenance Kit, Fuser, Pickup Rollers	CC519-67919	2
Lexmark T650N 4062-01A Toner	Black Toner	T650H84G	2
<b>UPS Power Protection</b>			
Cyberpower UPS Power Supply	330 watt, 550 volt UPS with Surge	CP550SLG	65
APC Surgearrest Surge Protector	PE610 APC Essentials 10ft, 6 outlet	PE610	35
<b>NHLSP Hardware and Software</b>			
Tripp Lite 12U Wall Mount Server Rack 33" Deep Wallmount, Enclosure Cabinet	Server and Network Enclosure	SRW12US33	1
APC SmartUPS 1500VA 2U Rack LCD, 120V	enterprise UPS Power Protection for servers/network	SMT1500RM2UC	1
Ubiquiti GB Ethernet Switch	16port PoE Gigabit Switch, enterprise class	US-16-150W	1
Zyxel VPN Firewall appliance	USG20W-VPN-Firewall	USG20W-VPN	1
HP EliteDesk 800 G4 SFF PC	Corei7 8700 3.2Ghz, 8GB, 512GB SSD, Optical, Mouse, KB Windows 10 professional	5LS89UP#ABA	3
HP EliteDisplay E273 LED	Monitor, Full HD, 1080P, 1920x1080, HDMI, Displayport	1FH50AA#ABA	35
<b>CARES Telework Laptop Docking</b>			
Kensington SD4800P Universal DS	Universal USB-C 10Gbps Scalable Video Docking Station	K38249NA	30
Tripp Lite Display port to DP Video	Video Cables 2 per station 4K, 1080P 10Ft	P580-010	60
<b>Mobile systems</b>			
Microsoft Surface Pro 7	12.3", Core i7, 1065G7 - 16GB RAM, 512GB SSD Win 10	PVU-00015	2
Microsoft Surface Pro Docking Station	2x MiniDP, GB Ethernet, USB-C, USB3	PF3-00005	2
MiniDP to DP cable	Display port cable for docking station	MDP2DPMM6	4
Targus Intellect Slipcase 14"	Notebook Carry Case	TBT260	2

<b>Wireless Access Points (infrastructure)</b>			
NETGEAR AC WiFi business AP	3 Access Point Bundle	WAC510B03-100NAS	2
<b>External Hard Drive for Backup</b>			
LaCie d2 Professional 10TB External HD	STHA10000800 USB3.1 Enterprise class external drive	STHA10000800	3
Link 3' USB C to ASB-A Male/Male USB 3.1	USBC to USB cable	USBC-A3-TM	3
<b>Document Scanners</b>			
Ambir nScan 960gt	USB 3.0 Document Scanner 48-bit Color 3year warranty	DS960GT-AS	10
<b>IT Supplies</b>			
StarTech 1000ft Bulk Cat 5e Ethernet cable	Bulk Network Cable	WIR5ECMPBL	1
Belkin RJ45 Plug 100 pack	RJ45 connectors for network cables	R6G088-100	2
8GB PC3L - 12800S DDR SODIMM	DDR3L Memory for Lenovo Laptops	KCP3L16SD8/8	16
Tripp Lite 15ft USB 3.0 SuperSpeed	USB Cable Type A to USB Type-B M/M Black	U322-015-BK	2
8GB PC3L - 12800S DDR SODIMM	PC3L - 12800S SODIMM Laptop Memory		10
8GB PC3 12800U DDR	PC3 - 12800 DIMM Desktop Memory		6
3FT CAT5e Ethernet Cable, Snagless, UTP	Blue Ethernet Patch Cables, 3FT		125
HP Wireless Mouse X3000	Wireless Mouse with Battery	H2C22AA	35
SanDisk 32GB Ultra USB3 Flash Drive	32GB USB3.0 Flash Drive	SDCZ48-032G-UAM46	35
Logitech MK850 Wireless KB and Mouse	Wireless Keyboard and Mouse	920-008219	15
Seagate Expansion 4TB Portable USB3	USB3 Portable External Hard Drive	STEA4000400	5

#### IV. BID REQUIREMENTS

##### A. Cost Information

The total cost associated with each submitted bid must be itemized in a table, showing the price for each of the goods listed above. Any shipping and handling costs, as well as taxes applied, and any other cost must be



listed as separate line items. If the cost information submitted is a firm offer for a certain period, the submitting entity must include the period of the firm offer at the top of the proposed cost table.

**B. Number of Submissions**

1. Each interested party must submit one (1) complete copy of their bid, attached to their cover email as a .doc or .pdf document.
2. If applicable, a copy of an NBOA Certificate shall be attached as a separate document, labeled with the following naming convention: "NBOA Priority (1 or 2, as applicable) Certificate – Submitting Entity name." The Navajo Nation will not merge or otherwise manipulate any documents in a submitted bid.

**C. Submission Format**

1. Each email submitting a bid must be titled using the following naming convention:
  - i. "NBOA Priority (1 or 2, as applicable) – Submitting Entity Name, Bid for ITB# 21-06-2500LE," if the submitting entity is claiming NBOA preference; or
  - ii. "Submitting Entity Name, Bid for ITB# 21-06-2500LE," if the submitting entity is not claiming NBOA preference.
2. Each submitted bid is limited to a maximum of twenty (20) pages, including text and/or graphic material. An NBOA Certificate, cover email accompanying submission, a table of contents, any divider pages, and any warranty or service information are exempt from this page count.
3. All submitted bids must be accompanied by a cover email, in the body of the submission email, including the following information:
  - i. The submitting entity's identifying information – name, physical and mailing address, organizational structure type (corporation, individual, etc.).
    - a. If the submitting entity is a joint venture,

all identifying information for each individual entity making up the Joint Venture must be provided;

- ii. the signature, name, and title of the person(s) duly authorized to execute a contract on the submitting entity's behalf;
  - iii. any applicable quote number, sales representative name and contact information, as well as date on which the cost information submitted will expire.
4. A submitted bid must include any warranty or service information related to the goods listed in the submitted bid.
  5. Any submitted bid not in conformance with the format outlined above may, at the sole discretion of NNDOJ, be disqualified.

D. Claiming NBOA Preference

1. If a submitting entity is claiming NBOA preference, an NBOA preference certificate, issued by the Business Regulatory Department of the Navajo Division of Economic Development must be included in the bid submission.
2. The certificate must be current as of the submission deadline listed above. Submission of an out of date certificate, or omission of a certificate in a submitted bid claiming NBOA priority shall result in that bid being treated as a non-NBOA priority bid.
3. If a Joint Venture is claiming NBOA preference, the NBOA Certificate submitted must be in the Joint Venture's name.

E. Proprietary Information

Any information included in a bid that the submitting entity desires to be treated as confidential, in accordance with the Navajo Nation Privacy Act, must be clearly marked as "proprietary" or "confidential" on each page of the bid where such information appears.

F. Corrections or Amendments

Correction or amendment of a previously submitted bid is allowed, provided that any correction or amendment is received before the submission deadline listed above. Any corrected or amended documents must be a complete replacement of a previously submitted bid, and clearly identified as such. The Navajo Nation will not merge or otherwise manipulate any documents in a submitted bid.

G. Withdrawal of Bid

Any submitting entity may withdraw its bid prior to the submission deadline listed above. A written notice of withdrawal must be submitted to the designated individual listed above, in the same manner as a bid submission, and signed by the duly authorized representative of the withdrawing entity.

**V. SELECTION AND BID AWARD**

Following review of submitted bids, in accordance with the Navajo Business Opportunity Act, a selection for award of a contract may be made. If a selection is made, NNDOJ will reach out to the selected entity informing them of the award. If the selected entity wishes to proceed, a contract will be executed with the selected entity, and the latter party must provide the documents listed below.

**VI. REQUIRED SUPPORTING DOCUMENTS UPON CONTRACT**

A. IRS Form W-9

The selected entity must provide a completed and signed IRS W-9 form, which will be used by the Navajo Nation to report all contract payments made to the selected entity to the IRS.

B. Insurance Certificate

The selected entity must provide documentation of adequate insurance coverage, as determined by the Navajo Risk Management Program, which at a minimum includes naming the Navajo Nation as an additional insured. Failure to obtain and maintain adequate coverage for the entire term of the contract will render the contract null and void.

C. Affidavit of Non-Debarment and Non-Suspension

The selected entity must provide a completed and signed *Affidavit of Non-Debarment and Non-Suspension*, to be provided by the Navajo Nation during the contracting process.

## VII. EVALUATION CRITERIA

All submitted bids will be evaluated and scored, in accordance with the Navajo Business Opportunity Act. In addition to adherence to the required goods listed above, points will be given for price, and Navajo preference.

## VIII. NAVAJO NATION DISCLAIMERS

### A. Right to Cancel this ITB

In accordance with the Navajo Nation Procurement Rules and Regulations, NNDOJ may cancel this ITB at any time prior to an award.

### B. Appropriation Required

In accordance with Navajo law, the liability of the Navajo Nation under any contract resulting from this ITB is contingent upon the availability of appropriations by the Navajo Nation Council, and all contracts shall have sufficient funds appropriated and available.

### C. Right to Waive Irregularities

NNDOJ, at its discretion, may determine that errors, irregularities, or other misinformation contained in any bid submitted is of minor consequence. NNDOJ may also may waive any mandatory requirement set forth in this ITB provided that such waiver does not, in NNDOJ's determination, materially affect the objective nature of the procurement process.

### D. Right to Disqualify

NNDOJ reserves its right to disqualify any interested entity or a bid submitted by such interested entity from consideration for award related to this ITB, if the interested entity has previously failed to satisfactorily perform any project or contract with the Navajo Nation or other governmental entity, to timely submit required documents or information, or has caused the Navajo Nation to incur unreasonable expenses in relation to the consideration of its submitted bid.

### E. Right to Refuse to Contract

NNDOJ reserves its right to refuse to contract in relation to this ITB, if the Navajo Nation Attorney General or their designee determines, in writing, that any of the following has occurred prior to the execution of a contract:

1. NNDOJ has not received all required supporting documents, or any other reasonably requested information;
2. A document, procedure, decision, action, or other event pertaining to the procurement of a contract related to this ITB, any pre-procurement activities related to this ITB, or to the awarding of a contract related to this ITB is in violation of any applicable Navajo, federal, or state law or regulation governing this procurement;
3. The selected entity, or any other related person or firm, is ineligible for the award pursuant to applicable Navajo Nation, federal, or state laws or regulations governing this procurement;
4. There has been a change to the Scope of Work or to any other mandatory requirement of this ITB;
5. There has been a revision of the budget or Maximum Feasible Price originally established for the goods listed in this ITB prior to the procurement process;
6. A protest has been timely filed in accordance with Navajo Nation law, unless a written determination has been made to proceed with a contract pursuant to Navajo Nation law;
7. It is in the best interest of the Navajo Nation.

F. No Waiver of Sovereign Immunity

Any contract resulting from this ITB shall not waive the sovereign immunity of the Navajo Nation unless approved by two-thirds vote of the full membership of the Navajo Nation Council.

\*\*\*\*\* END OF DOCUMENT \*\*\*\*\*