

**REQUEST FOR PROPOSAL  
NAVAJO POLICE DEPARTMENT  
PRISONER TRANSPORT VANS**

BID NUMBER 22-07-2839LE

**I. PURPOSE OF REQUEST.**

The Navajo Police Department (NPD) is requesting proposals for prisoner transport vans with the specifications outlined under the Scope of Goods and Services (Exhibit A). Proposals must be all inclusive for an out the door price. The selection will be based on overall price, services, performance and reliability of the proposers. The NPD's needs are outlined in the following Request for Proposal ("RFP").

**II. TIME SCHEDULE.**

It is the NPD's intent to follow the following process and timetable, resulting in the selection of a vendor. At the NPD's discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

NPD issues RFP.	August 1, 2022
Deadline for Submittal of Proposals by 5:00 PM Mountain	August 12, 2022
Evaluation of submitted proposals	August 15-19, 2022
Notice of conditional selection and initiate award process (tentative)	August 22, 2022
Award by the Navajo Nation (tentative)	December 30, 2022

**III. INSTRUCTION FOR PROPOSERS.**

A. All proposals\* must be addressed to:

Delivery: Lorita Etsitty, Buyer  
Purchasing Service Department  
Admin Building One  
Window Rock Boulevard  
Window Rock, Arizona 86515

Mailing: Lorita Etsitty, Buyer  
Purchasing Service Department  
Post Office Box 3150  
Window Rock, Arizona 86515

\*Note this delivery and address surname is limited only to the proposal delivery and mailing.

B. All proposals must be in a sealed envelope and clearly marked **"NPD"**

**VANS 22-07-2839LE**". The name and address of the proposing vendor must be shown on the face of the envelope.

- C. Any questions or inquiries regarding the scope of work should be brought to the attention of

Leonard Redhorse III, Police Commander  
Navajo Police Department  
928-637-5387  
lredhorse@navajo-nsn.gov

- D. All proposals must be received by 5:00PM Mountain on Friday, August 12, 2022. Proposals will not be accepted after this deadline. Two (2) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.
- E. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- F. The NPD will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- G. Proposal Submittal should include:
1. Description of the proposers' experience and capabilities in delivering the requested goods and services to government, corporate or law enforcement agencies. Delivery to law enforcement agencies should be emphasized.
  2. Proposer must include in their RFP a list of three (3) commercial fleet client references that can be used as references. Selected organizations may be contacted to determine the quality of work and services provided. The references should be law enforcement agencies.
  3. Provide insight describing the certification and work experience for the key staff who would be assigned to provide the requested goods and services to the NPD. Please include specialization of the key staff.
  4. Identify from what location the proposer will provide the goods and service to the NPD.

5. Describe systems and mechanisms that would be established to ensure timeliness of response to the NPD staff and good communication during and following the project. Specifically, identify how long will it take for the vehicle to be delivered upon receipt of a purchase order.
6. Describe systems and mechanisms that would be established for status reporting during the project.
7. Describe your preference for method of payment and your procedure for billing and other account requirements.
8. COSTS: Provide a proposed unit cost for each van as outlined in the proposal. This unit price should then be applied to two vans. Tax should be a separate line item.
9. License requirement. Please refer to Section VIII.
- 10.A completed W-9 Form (Exhibit B)
- 11.A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)

**IV. SELECTION CRITERIA.**

The NPD will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance. SELECTION CRITERIA.

<b>CRITERIA</b>	<b>WEIGHT GIVEN</b>
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposer that will demonstrate the quality of services.	40 POINTS
2. Price.	50 POINTS
3. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the Proposer.	10 POINTS
<b>TOTAL CRITERIA WEIGHT</b>	<b>100 POINTS</b>

**V. SCOPE OF WORK.**

The scope of work to be covered are attached herein as Exhibit A.

**VI. TERMS AND CONDITIONS.**

- A. The NPD reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The NPD reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NPD's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NPD reserves the right to use any non-proprietary information. No basis for claims against the NPD shall arise as a result of a response to this RFP or from the NPD's use of such information.
- D. The NPD reserves the right to award all or a portion of the required goods

and services to more than one qualified proposer at the NPD's sole discretion.

- E. It is the intent of NPD to make this purchase using a Navajo Nation Purchase Order. The terms and conditions are attached as Exhibit D.
- F. After preliminary selection and prior to contract award, the NPD will meet with the Proposer to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- G. The NPD shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this RFP.
- H. The vehicle must be delivered in a timely manner. The bid price shall be F.O.B. to the Window Rock Fleet Management Office, Arizona. The vehicle shall be free from any purchase money or other lien or security interest.
- I. The Navajo Nation shall receive, at the time of delivery, all pertinent documents necessary for titling and licensing vehicles, documents include the Manufacture's statement of Origin, Odometer statement. The Navajo Nation will be responsible for registering the vehicle.
- J. Nothing in the RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
- K. The Navajo Nation is a sovereign government and all contracts entered into as a result of the RFP shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules and regulations.

## VII. **COMPENSATION**

- A. Present detailed information for the identified goods and services, inclusive of Navajo Nation sales tax (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this service purchase.
- B. Provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- C. In the event you have specific questions regarding the applicability of this tax, please contact the Office of the Navajo Tax Commission, Compliance Department at 928-871-6681.

- D. Payment by the NPD for the identified goods and services will only be made after the identified goods and services have been delivered and accepted by authorized NPD representatives. This includes all pertinent documents, including invoice and acceptance of the vehicle according to specifications.
- E. The NPD requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the NPD to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the NPD as described in Exhibit A.
- F. The total and all-inclusive cost of all the specified elements should be identified as a single line item.

#### VIII. **LICENSE REQUIREMENT**

- A. Proposer must be licensed in the Navajo Nation if performing the goods and services on the Nation **or** they must be licensed in the state where the goods and service will be provided.
- B. The Navajo Nation may require the proposer with which a contract is established, prior to the commencement of work, to provide evidence of appropriate professional liability insurance and worker's compensation coverage. Describe how you would provide and in what coverage amounts.

**EXHIBIT A**

**SCOPE OF  
WORK**

# EXHIBIT A

## SCOPE OF WORK AND SERVICE

### PRISONER TRANSPORT SYSTEM

- TWO Prisoner Transit medium roof 148" wheel base
  - a. Includes rear step, side step, trim kit, seat belts, seat dividers and (4) multi-color interior LED dome lights
  - b. Prisoner transport venting system
  - c. Front of vehicle emergency lighting system
  - d. Rear of vehicle emergency lighting system and backflash module
  - e. Side and rear step lighting system
  - f. VHF radio system including programming to NDPS radio and roof mounted vehicle antenna system
  - g. Console and accessories
    - i. Magnetic mic clip
    - ii. Arm rest
    - iii. Cupholder
    - iv. Two DC power outlets and one USB
    - v. Switches
  - h. Camera, video and intercom system
  - i. Cell boost
  - j. Compact power management
  - k. Tint front two windows
  - l. MUST BE Emergency Vehicle Technician Certified and must attach proof
  - m. Vehicle wiring: All wiring must be labeled and color coded GXL/SXL wires. Wire connections must be with MIL-SPEC crimps, solder, and heat shrunk. No exceptions.
  - n. All floor charges, installation labor, shop supplies and shipping to be built into the completed unit price for each van.

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# **EXHIBIT B**

## **FORM W-9**

**(Rev. 10-2018)**



# **EXHIBIT C**

## **Debarment and Suspension**



# **EXHIBIT D**

## **Purchase Order Terms and Conditions**

# EXHIBIT D

## Purchase Order Terms and Conditions

4

- A. **DELIVERY.** Delivery must be made within thirty (30) days from receipt of this purchase order unless otherwise specified. Time is of the essence and if goods are not delivered within the time specified, the Navajo Nation may reject such goods and cancel the order. Acceptance of later or defective deliveries shall not be deemed a waiver by the Navajo Nation of its right to cancel this order or to refuse to accept further deliveries. The purchase order number, account and project numbers must be shown on all packages, packing slips, invoices and correspondence relating to the order. **BACKORDERS WILL BE ALLOWED ONLY UPON AGREEMENT WITH THE PURCHASING DEPARTMENT.**
- B. **F.O.B POINT.** All prices offered herein are F.O.B. destination (on the Navajo Reservation) unless otherwise specified.
- C. **REQUIREMENT FOR WRITTEN PURCHASE ORDER.** Shipments will not be accepted and invoices will not be honored unless a valid purchase order in writing, has been issued to the vendor by the Purchasing Section of the Navajo Nation.
- D. **TERMS AND ACCEPTANCE.** This order becomes a contract (1) when a signed acknowledgment is received by the Navajo Nation, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when written approval is given vendor by the Navajo Nation of the price and delivery schedule of the goods as stated by vendor if vendor's written acknowledgment of this order contains either (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which the Navajo Nation's approval applies. Except as provided in the preceding sentence, a condition of this order is that any provisions printed or otherwise contained in any acknowledgment of this order, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that the vendor by such acknowledgment thereby agrees that any such provision therein or any such alteration in this order shall not constitute any part of this contract of purchase and sale. This contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.
- E. **BILLING.**
1. Submit original invoice(s) and 2 copies to the Accounts Payable Section. The Navajo Nation, P.O. Drawer 1660, Window Rock, AZ 86515. **DUPLICATE INVOICES WILL NOT BE HONORED.**
  2. Invoicing must be itemized as to items, quantities, unit prices and extended amounts.
  3. Submit a separate invoice for each purchase order. Do not combine invoicing for more than one purchase order.
  4. Invoices must be submitted immediately upon shipment.
  5. Where pricing differences or discrepancies exist between the purchase order and the invoice submitted, the purchase order will prevail. The purchaser reserves the right to accept or reject all quantities delivered not in compliance with the purchase order specifications or in excess of the quantities specified herein.
- F. **CASH DISCOUNT.** The term of any cash discount will be computed from the date of receipt and acceptance of the goods or services procured hereunder, or from the date of receipt of a correct Original invoice, whichever is later.
- G. **TAXES.** Except as may be otherwise provided in this order, the contract price includes all applicable federal, state, Indian and local taxes. In addition, the Navajo Nation claims the transaction is in any event immune from state and local sales, gross receipts, use, compensating and transaction privilege taxes under federal Indian law. Vendor expressly warrants that the contract price does include any allowance for state and local sales, gross receipts, use, compensating and transaction privilege taxes. The Navajo Nation will not reimburse or pay vendor any state and local sales, gross receipts, use, compensating and transaction privilege taxes unless the following conditions are met:
1. A governmental authority asserts a liability for such taxes against vendor has not and will not concede its liability for such taxes except as provided in Paragraph G.3(below); and
  2. The Navajo Nation at its expense is given the full opportunity to contest the liability for such taxes for and on behalf of vendor and with vendor's full cooperation; and
  3. A final determination has been made that vendor is liable for such taxes or the Navajo Nation decides it does not wish to contest vendor's liability for such taxes further.
- H. **FAIR LABOR STANDARDS ACT.** Vendor must certify that goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
- I. **NAVAJO PREFERENCE.** If this purchase order is issued to a vendor claiming preference under the Navajo Nation Business Preference Law, then acknowledgment and/or delivery against this order shall constitute certification of current compliance, on the part of the vendor, with all applicable provisions of this Law.
- J. **CHOICE OF LAW.** The laws of the Navajo Nation will govern the interpretation, construction and enforcement of this Purchase Order, including, without limitation, the Navajo Uniform Commercial Code.
- K. **CHOICE OF FORUM.** Subject to the limits of applicable law, eg., 1. Navajo Tribe Code et seq., any dispute between the parties will be resolved in the Courts of the Navajo Nation and vendor consents to in personam jurisdiction of such courts in the event of any such dispute.
- L. **INSPECTION, WARRANTY.** Goods or services delivered (whether paid for or not) are subject to inspection, testing, and approval by the Navajo Nation before acceptance. Vendor expressly warrants that all articles, materials, services and work will conform to the applicable drawings, specifications, samples or other descriptions given in all respects. Vendor further expressly warrants that the goods or services delivered hereunder will be of good quality, material and workmanship, merchantable and free from defects. The warranty shall survive any inspection, delivery, acceptance or payment by vendor of the goods or services.
- M. **OTHER** As used herein, the titles "the Navajo Tribe" and "the Navajo Nation" are synonymous.