

**REQUEST FOR PROPOSALS
DEPARTMENT OF RESOURCE ENFORCEMENT (DRE)
Toy Hauler
BID#_23-03-2971KS**

Proposal Due Date: 5:00 p.m., May 05, 2023

DESCRIPTION: The Navajo Nation
Resource Enforcement – Toy Hauler

CONTACT PERSON: Ms. Hope Wilson
Department of Resource Enforcement
(928) 871-7336

RETURN ALL RESPONSES TO:

DELIVER TO:

THE NAVAJO NATION
DEPARTMENT OF RESOURCE ENFORCEMENT (DRE)
(Executive Office Building, 1-2636)
Window Rock, Arizona 86515
ATTN: Sgt. Brandon Tsosie

MAIL TO:

THE NAVAJO NATION
DEPARTMENT OF RESOURCE ENFORCEMENT (DRE)
P.O. Box 9000
Window Rock, Arizona 86515
ATTN: Sgt. Brandon Tsosie

REQUEST FOR PROPOSALS

Department of Resource Enforcement for Purchase of a Toy Hauler

A. STATEMENT OF WORK

This is a Request for Proposal is for the purchase of a latest model toy hauler for the Department of Resource Enforcement. The hauler will be used by staff in the field related to special assignments and projects related to Natural Resources. The specifications requested and needs of the Department are outlined in the Request for Proposals (RFP) under 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 remoteness and vast land mass of the Navajo Nation, leaves limited services for staff related to food and lodging accommodations. Often times it is more than an hour drive one-way to find essentials for staff. This causes long days for staff having to travel and seek food establishments or lodging accommodations. The toy hauler will allow staff to transport needed supplies and materials in an enclosed unit, provide for on-site food preparation/distribution and lodging accommodations.

The Department of Resource Enforcement will be accepting proposals for the product requested until May 05, 2023, at which time the deadline for submittals will be 5:00 PM DST. **No Late Proposals Will Be Accepted.**

SECTION I

SCHEDULE OF ACTIVITIES AND CONTACT

A. TIME SCHEDULE

It is the DRE's intent to follow the following process and timetable, resulting in the selection of a vendor. At the discretion of DRE, it may change the estimated dates and the process set forth below as it deems necessary.

SCHEDULE

DEADLINES:

- | | |
|---|-----------------------|
| 1. Prospective Respondents inquiry deadline
(No questions accepted after this date)
Inquires and questions will be answered at
any time up to the deadline, questions will | April 21, 2023 @ 5 PM |
|---|-----------------------|

be in writing.

- | | |
|-------------------------------|-------------------------|
| 2. Due date for all proposals | May 05, 2023 @ 5 PM |
| 3. Opening of Submittals | May 10, 2023 @ 10:00 AM |
| 4. Award date for product | May 31, 2023 |

- B. CONTACT/INQUIRES: Prospective Respondent may make a written inquiry concerning this RFP to obtain clarification of requirements. No inquires will be accepted after the inquiry deadline listed in Section A.

Inquires will be made to the attention of:

Brandon Tsose at (928) 221-7633
Department of Resource Enforcement
bwtsose@navajo-nsn.gov

- C. ADDENDUMS OF SUPPLEMENT TO THIS REQUEST FOR QUALIFICATIONS: In the event that it becomes necessary to revise any part of the RFP, an addendum will be issued.

SECTION II

INSTRUCTION TO BIDDERS:

- A. PROPOSALS SUBMISSION: Proposals must be received on or before 5:00 p.m. May 05, 2023. Respondents who choose to mail their documents should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed: It is recommended that documents be sent by certified mail to the address indicated on the cover sheet of the RFP. **NO LATE PROPOSALS WILL BE ACCEPTED.**
- B. Six (6) COPIES OF THE PROPOSAL ARE REQUIRED: The original and five (5) copies of the proposals must be delivered in a sealed 10 x 14 manila envelope. The outside of the envelope should be clearly marked with the project name, "**DRE – TOY HAULER,**" and the name and address of the vendor submitting the proposal must be on the face of the envelope. In the lower left hand corner indication Priority # if applicable. No facsimile, electronic or telephone proposals will be accepted.

- C. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request.
- D. LATE RECEIPT OF PROPOSALS: Late proposals will NOT be accepted. It is the responsibility of the Respondent to ensure the proposal arrives at the designated address indicated on the Cover Sheet prior to the date and time specified.
- E. REJECTION OF PROPOSALS: The Navajo Nation Department of Resource Enforcement reserves the right to reject any or all proposals and to waive all informalities and minor irregularities in receiving proposals.
- F. PROPRIETARY INFORMATION: Any restrictions on the use of data continued within any proposals must be clearly stated in the proposal itself. (Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures). Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".
- G. RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP shall become property of the Navajo Nation and will not be returned to the Respondent. Responses received will be retained by the Navajo Department of Resource Enforcement and may be reviewed by any person after final selection has been made, subject to paragraph H below.
- H. INCURRING COSTS: The Navajo Department of Resource Enforcement is not liable for any cost incurred by the Respondent prior to issuance of a contract or purchase order for products and or services.
- I. ACCEPTANCE OF PROPOSAL CONTENT: The content of the proposal of the successful Respondent will become contractual obligations if acquisition action ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award and such bidder may be removed from consideration for future solicitation. The Navajo Nation, Navajo Department of Resource Enforcement reserves the right to pursue appropriate legal action in the above set of circumstances.
- J. ACCEPTANCE TIME: The Navajo Department of Resource Enforcement intends to make a selection after the evaluations of the proposal.
- K. AWARD OF BID: To be announced. Business will be contacted in writing of Bid Award.

L. EVALUATION PROCEDURES AND CRITERIA:

1. A project review team will evaluate the proposals received in accordance with the general criteria used herein. Bidders should be prepared to provide any additional information the team feels necessary to the fair evaluation of proposals.
2. Failure of bidder to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the bidder to the execution of a contract.
3. The sole objective of the review team will be to select the bidder who is most qualified to meet the needs of the Navajo Department of Resource Enforcement. The specifications in this RFP represent the minimum performance criteria necessary for a response. On the basis of the evaluation criteria established in this RFP the review team will select and recommend the bidder who best meets this objective.
4. Proposal Submittal should include:
 - a. Description of the proposer's experience and capabilities in delivering the requested goods and services to the government, corporate or law enforcement agencies. Delivery to law enforcement agencies should be emphasized.
 - b. 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 include at least one law enforcement agency.
 - c. Provide from what location the proposer will provide the goods and services to the DRE.
 - d. Describe systems and mechanisms that would be established to ensure timeliness of response to the DRE 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.
 - e. Describe your preference for method of payment and your procedure for billing and other account requirements.

- f. Provide specification sheets for your proposed base vehicle and specifications sheets of the proposed upfit of the base vehicle. This shall be used to determine the responsiveness of your proposal to the scope of work.
- g. Proposal Cost: Ensure the proposal cost sheet outlines the price of the vehicle, the upfit and any other related expenses as one unit. Tax should be included in a separate line item.
- h. The itemized breakdown of the proposals expenses should be available in the specifications exhibit.
- i. A completed W-9 Form (Exhibit B)
- j. A Navajo Nation Certification regarding Debarment and Suspension (Exhibit C)
- k. The Navajo Department of Resource Enforcement will take into account any matters it considers appropriate in selecting the most qualified vendor. Evaluation Criteria will include but not limited to the following:

CRITERIA	POINTS (WEIGHT GIVEN)
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.	35 POINTS
2. 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, judgement and efficiency of the Proposer.	15 POINTS
3. Price (Financial Factors: The importance of cost factors in the selection will depend upon the magnitude of the cost differentials identified, the credibility of such differential, the keenness of competition in the Technical Proposal and the impact of other factors. Any understanding of the nature and scope of work required. The burden of proof at to cost credibility rests with the offer. Proposed costs will be evaluated not only to	50 POINTS

determine if the estimate is reasonable, realistic and cost effective, but also to determine the proposers understanding of the program and ability to organize and perform the product/service.	
TOTAL CRITERIA POINTS	100 POINTS

- M. RETURN OF DOCUMENTS: The DRE has no obligation to return any proposals received in response to this RFP.

SECTION III

- A. SCOPE OF WORK: The scope of work to be covered is attached as Exhibit A.
- B. TERMS AND CONDITIONS:
- a. It is the intent of the DRE to make this purchase using a Navajo Nation Purchase Order. The terms and conditions are attached as Exhibit D
 - b. After preliminary selection and prior to award, the DRE will meet with the Proposer to review procedures for invoicing, payment, reporting, if any and monitoring of contract performance.
 - c. The toy hauler must be delivered in a timely manner. The bid price shall be F.O.B to the Department of Resource Enforcement. The toy hauler shall be free from any purchase money or other lien or security interest.
 - d. The Navajo Nation shall receive, at the time of delivery, all pertinent documents necessary for titling and licensing of the vehicle, documents include the Manufacturer's statement of Origin. The Navajo Nation will be responsible for registering the vehicle.
 - e. Nothing in this 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.
 - f. 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.

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

D. 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

Vehicle Features

- 3 A/C units
- 50 Amp service
- 5500 Watt generator
- 6 point Level up
- All Weather Package
- Bedroom slideout
- Bedroom TV
- Black tank flush
- Ducted A/C – high performance air flow system
- Exterior Ladder
- Exterior shower
- Fold Out Steps
- Frameless windows
- Fuel station
- Inverter
- Power awnings 2
- Rear patio system
- Solar Power
- Solid Surface counter tops
- Stainless steel Galley Pkg
- Walk on roof
- Air Conditioners: 3 minimum
- Awnings: Yes
- Dry Weight: 15300 lbs
- GVWR: 19000 lbs
- Hitch Weight: 1578 lbs
- Length: 44 ft
- Leveling/Stabilizing Jacks: Yes
- Self-Contained: Yes
- Sleeping Capacity: 8 minimum
- Slide-Outs: 2
- Water Capacity: 94 Gals minimum
- 3220 Ultimate Anderson Hitch without/lockout K
- Electric Stove
- Tankless water heater
- Wifi capability
- Lithium 10N Batteries
- Frame welded tie downs
- 12V Color-coded wiring
- Key TV mutli-source signal controller
- 3220 Ultimate Anderson Hitch Without/Lockout K

EXHIBIT B
FORM W-9
(Rev. 10-2018)

EXHIBIT C
Debarment and
Suspension

**NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

EXHIBIT D
Purchase Order
Terms and
Conditions

Purchase Order Terms and Conditions

- 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.