

**REQUEST FOR PROPOSAL**  
FOR AIR CHARTER SERVICES, RE-BID NO. 23-10-3154SB

**SECTION I**

**INFORMATION ONLY, A RESPONSE TO THIS SECTION IS NOT REQUIRED**

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Air Transportation Program (NAT), Division of General Services (DGS), Navajo Nation, P.O. Box 9000, Window Rock, Arizona. The contact person for this RFP is Shawnevan Dale, Executive Director, DGS.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:**  
This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP, and may request a copy of Navajo Nation procurement regulations from the DGS Executive Director at any time up to the Deadline for Proposals.
- E. **SCHEDULE OF ACTIVITIES:**
- |                                                                                              | <b>DEADLINE:</b>               |
|----------------------------------------------------------------------------------------------|--------------------------------|
| 1. Public Advertisement                                                                      | November 15, 2023              |
| 2. Proposals will be made available to all interested parties                                | November 15, 2023              |
| 3. Prospective respondents written question deadline (No questions accepted after this date) | November 22, 2023              |
| 4. Responses to Questions                                                                    | November 27, 2023              |
| 5. Due Date for Proposals                                                                    | November 29, 2023<br>(4pm MST) |
| 6. Opening of Proposals and evaluation by Review Team or Executive Director                  | December 1, 2023               |
| 7. Award Date for the Contract (Pending Legislative Review – 164 Process)                    | December 22, 2023              |
- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Shawnevan Dale, Executive Director, DGS at [sdale@navajo-nsn.gov](mailto:sdale@navajo-nsn.gov) No inquiries will be accepted after the inquiry

deadline listed in section E. NOTE: Inquires shall reference Navajo Air Transportation Charter Flight Services **RE-BID NO. 23-10-3154SB**.

- G. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before 4:00 p.m., December 29, 2023 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. *No electronic submittals. Late proposals will not be accepted.*
- I. **FOUR SETS OF PROPOSAL ARE REQUIRED:** Four sets of the proposal must be delivered in a *sealed envelope*. The outside of the envelope should be clearly marked with the project name- “NAT Charter Air Flight Services Re-Bid Number No. 23-10-3154SB” – and the name and address of the firm submitting the proposal.

**Proposal Format:**

Bidders shall provide information in the following format:

Part A. Written Proposal

- a. Section 1: Cover Letter and Bidder overview\*
- b. Section 2: Company Credentials, Qualification and Staff Resume
- c. Section 3: Aircraft Maintenance & Service Experience
- d. Section 4: List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last five years.
- e. Section 5: Signed W-9 Form and Suspension/Debarment Form
- f. Section 6: Certification of Insurance

Part B. Cost Proposal (Sealed separately in envelope)

1. One-flat Rate Fee for services.

**\*Vendor must include a statement in Cover Letter (Section I) that they agree to terms of the sample Navajo Nation contract template (see attached).**

- J. **COST PROPOSAL:** Cost proposals shall be **sealed separately**. Only when respondents have met the minimum qualification will the cost proposals be opened. If respondent fails to submit cost separately from proposal will result in respondent deemed non-responsive.
- K. **REJECTION OF PROPOSALS:** DGS reserves the right to reject any and all proposals. This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the Executive Director determines it is in the best interest of the Navajo Nation.

- L. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained 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”.
- M. **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 NAT/DGS and may be reviewed by any person after final selection has been made, subject to paragraph L above. NAT/DGS has the right to use any or all system ideas presented in reply to this RFP, subject to limitations in paragraph L above. Disqualification or non-selection of a respondent or proposal does not eliminate this right.
- N. **INCURRING COSTS:** NAT/DGS is not liable for any cost by the respondents prior to issuance of a contract.
- O. **ACCEPTANCE TIME:** NAT/DGS intends to make a vendor selection within five (5) working days after the closing date for receipt of proposals.
- P. **SUFFICIENT APPROPRIATION:**  
A contract awarded as a result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall effect such termination or reduction in scope. The DGS Executive Director’s decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.
- Q. **EVALUATION PROCEDURES AND CRITERIA.**
1. An evaluation team will judge the proposals received in accordance with the general criteria used herein. The team may request oral presentations by respondents. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.
  2. Failure of a respondent 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 respondent to the execution of a contract.
  3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of NAT. The specifications in this RFP represent the minimum performance necessary for a response. On the basis of the evaluation

criteria established in this RFP the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the DGS Executive Director may elect to evaluate RFP solely.

4. Evaluation Criteria: The following criteria will be used by an ad hoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for NAT.

<b>Qualifying Point Criteria:</b>	
a. Company Credentials & Qualification in performing the services sought.	0-15 Points
b. Resume or other description of qualification of relevant experience and knowledge.	0-15 Points
c. Responsiveness to Scope of Work	0-25 Points
d. List of similar services provided to other clients within the past 5 years.	0-10 Points
e. Navajo Nation vendor, Priority 1 or 2	0-10 Points
Subtotal, possible points*	70 Points
<b>Cost Point Criteria:</b>	
f. Delivery of all services at a reasonable cost	0-30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

\*Must obtain a minimum of 50 points to qualify for opening of cost proposal. Otherwise, respondent is disqualified.

- R. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to the RFP (see attached contract template).
- S. **TAX:**  
All appropriate taxes should be included in cost of services including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. Section 601 et. seq.).
- T. **CONTRACT TERM:** The term of this contract will be for a period of one year from date of award.
- U. **TERMS AND CONDITIONS:** The payment procedures established by the Division of Finance shall be adhered to and to begin whenever goods are delivered and accepted.
- V. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.

**W. COMPLIANCE WITH LAWS AND REGULATIONS:**

The successful Vendor shall comply with all Federal, Tribal, State, and Local laws, regulations and Navajo Nation rules and policies pertaining to work under its charge, and shall, at its expense, procure any permits that may be required.

**X. INDEMINIFICATION:**

To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions and performance under the contract. The Vendor further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision.

**Y. CONFLICT OF INTEREST AND ETHICAL CONSIDERATIONS.**

A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. You may be disqualified as a potential Vendor in subsequent RFP if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise.

Examples of potential biasing affiliations or relations are listed below:

1. Your solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.
2. Your affiliation with a bidding company or institution. For example, a conflict may exist when you:
  - (a) are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;

- (b) hold any current membership on a committee, board, or similar position with the company or institution;
- (c) hold ownership of the company or institution, securities, or other evidences of debt;
- (d) are currently a student or employee in the department or school submitting a proposal, such as the case.

3. Your relationship with someone who has a personal interest in the proposal.

This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from outside the relationship.

## SECTION II

### **Navajo Air Transportation Program DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

#### **A. OBJECTIVE**

The Navajo Air Transportation Program proposes to contract on behalf of the Navajo Nation, (hereinafter referred to as "Nation") with an organization (hereinafter referred to as "Supplier"), to provide Private Air Charter Service as described herein.

The Nation is seeking to supplement our current flight services with private charter air services to meet travel needs for the Navajo Nation President & Vice President, Navajo Nation Council Delegates, and various Navajo Nation Programs and Departments. Competitive responses are requested from qualified air travel firms capable of delivering On-Demand Charter Air Services. The Nation's intent is to contract with a qualified vendors who can deliver the most comprehensive, safest, and quality program while providing the best value.

Private air charter services were provided by the Nation's Air Transportation Program. The average number of hours prior to the Nation's program going into idle status was about 200 flight hours utilizing two aircraft. The typical number of passengers has been between 2 and 10. It is estimated that the number of flight hours during Fiscal Year 2024 will exceed 150 hours

#### **B. BACKGROUND**

The Navajo Air Transportation (NAT) under the Division of General Services is responsible for providing safe, efficient and reliable air transportation for tribal budgeted entities; all Navajo Nation Departments and Programs, grant and contract funded programs, enterprises and authorities of the Navajo Nation.

Navajo Air Transportation (NAT) under the Division of General Services is seeking bids in response to Aircraft Consultant Services. NAT utilizes two Beechcraft King Air aircrafts for its fleet. The fleet consist of a King Air C90 and King Air 350. Central operations are located in Window Rock, AZ 86515 in Northeast Arizona. There are 4 additional landing strips in various location.

#### **C. RESPONDENT REQUIREMENTS:**

All respondents must have, as a minimum, the capabilities listed herein and the bid proposals submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.

#### **D. NAVAJO AIR TRANSPORTATION (NAT) CHARTER AIR SERVICES WILL CONSIST OF THE FOLLOWING:**

1. The NAT solicits proposal for charter air services to assist in executive travel for the Navajo Nation Government. A Supplier will be expected to provide charter air services to meet wide-ranging demands. These demands may include, but not limited to, providing:
  - a. Air transportation for Navajo Nation President & Vice President, Navajo Nation Speaker and Council Delegates and administrative staff
  - b. Air Transportation for Navajo Nation Divisions, Departments and Programs including Navajo Nation Enterprises.
  - c. Convenient and expedited business travel for Navajo Nation personnel
2. A majority of this travel will be limited to the Southwest (Arizona, New Mexico, Colorado, Utah and Nevada); Supplier must have aircraft capable of making short trips, and longer non-stop trips throughout the United States.
3. Supplier may be requested with as little as twelve (12) hour advance notice for booking trips. The Nation will designate only certain individuals to request charter air travel.
4. Supplier may be requested to have an aircraft stationed here at the Navajo Air Transportation Program & Window Rock Airport in a secured compound and adequate hanger provided by the NAT program.
5. Supplier must be licensed and certified, per the requirements of 14 CFR Part 135 Air Carrier and Operator Certification, to provide charter air services to the general public. The Nation will not consider 91 and or 125 operators for this solicitation.
6. The Nation requires aircrafts that comfortably accommodate between 3 to 10 passengers (number of passengers will vary depending on the trip). General aircraft configuration should be set up to accommodate seating for the passenger load referenced and accommodate certain personal items when necessary.
7. All Pilots and Co-Pilots must have the minimum FAA requirements for piloting aircraft, including ongoing training and education.
8. Supplier must have a good safety record for the past five (5) years, with documentation of the following:



- a. Detailed information on equipment, maintenance records, copies of any FAA violations, and inspection reports, including any discussion of the relevant issues their responses to FAA finding or violations.
  - b. Copies of safety records including information on any in-flight or ground accidents or injuries for the last five years.
  - c. Supplier ARG/US or WYVERN Safety Rating and/or Supplier's agreement to be audited by a third party for safety, maintenance, and service at no additional cost to the Nation.
  - d. Supplier's aircraft must have the required Airworthiness Certificate and meet the FAA maintenance requirements under 14 CFR Part 135 Air Carrier and Operator Certification.
9. Supplier must notify the Nation within five (5) days of any FAA reportable incidents with any of its aircraft. The Nation reserves the right to terminate any agreement with the Supplier if it is in the Nation's best interest to do so as a result of any incident.
10. The Nation requires a Supplier with an aircraft able to fly safely in all weather conditions, including but not limited to, at night, in low visibility, high winds, and/or other adverse weather conditions.
11. All aircraft utilized to serve the Nation must be equipped with standard and/or enhanced technology to assure safe transportation of Nation passengers.

**E. INSURANCE REQUIREMENTS**

Coverage is to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Aviation Liability Coverage** - \$5,000,000 per seat or capacity minimum as noted below, whichever is greater:

Seat Capacity	Min. Required Limit
<6	\$30 million
<10	\$50 million

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Navajo Nation Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$1,000,000 each accident, disease each employee and disease policy limit.

**Waiver of Subrogation** shall be in favor of the Navajo Nation for all coverages.

**Additional Insured.** Navajo Nation shall be named as additional insured on all lines of coverage as required by the Risk Management Program.

## **F. MANDATORY CRITERIA**

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

1. Respondent must be licensed and certified per FAA requirements.  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Provide information on what FAA certification is held and what charter air service section you are authorized to provide.
  
2. The Respondent must have had a good safety record for the past five (5) years.  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Provide copies of safety records including information on any in-flight or ground accidents or injuries for the last five (5) years.
  
3. The Respondent has an ongoing training and education program for pilots, and certifications over and above the minimum FAA requirements.  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Provide information on the required ongoing training programs offered to pilots.

## **G. DESIRABLE CRITERIA**

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

1. Provide a list of all aircraft in your fleet that meet the Nations' requirements, including the age and number of flight hours for each aircraft. Include the passenger accommodations for each aircraft proposed. Provide the location of where your aircraft fleet is based, including the address location.
  
2. Provide detailed information on fleet equipment, maintenance records, copies of any FAA violations, and inspection reports. Include information on how the maintenance staff is trained and if any certifications are required. Are your aircraft equipped with FOQA?

3. Describe the hiring and training process for your pilots. Including what certifications and training are required.
4. Provide copies of policies related to:
  - a. Flying under certain weather and adverse conditions
  - b. Aircraft booking process and procedures
  - c. Inability to fulfill a requested flight
  - d. Flight cancellation
  - e. Approach to duty hours.
5. Provide information on how passenger personal information is captured and methods for maintaining the security of personal information.
6. Describe in detail any other value-added opportunities (rebates or other financial incentives, fixed pricing structures, representative presence, customer service, etc.) that may not be required herein, that would be made available to the Nation.

## **COST PROPOSAL**

A. Cost for Services (**sealed separately**): Provide two cost proposals:

1. Flat Rate Fee
  - a. Per Flight or monthly (Include minimum # of flights and maximum number of flights)
  - b. Any additional fees that will be included in flat fee structure (i.e. fuel, meals, lodging, etc.)
2. Hourly Fee
  - a. Provide an outline of your complete pricing structure.
  - b. If providing an hourly rate, what is not included in the hourly rate? Include list of all applicable fees.
  - c. Do you have a minimum flight billable hours based on aircraft type? If so, list all minimums.
3. Additional Requirements:
  - a. Plane Storage (Hanger)
  - b. Fuel
  - c. Notices
  - d. Etc.

*(Please include 6% NN Sales Tax for proposals.)*

**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

