

NAVAJO NATION JUDICIAL BRANCH
Invitation to Bid
AUTOMATED EXTERNAL DIFIBRILLATOR 3 (AED3)

BID# 24-01-3233KS

SECTION 1 - OVERVIEW

A. General Information

The Navajo Nation Judicial Branch (NNJB) provides court services, peacemaking, and probation and parole services, to adjudicate cases, resolve disputes, rehabilitate individuals and families, restore harmony, educate the public, agencies, services and other governments in Diné bi beenahaz' áanii, and protect persons and property pursuant to Navajo Nation laws, customs, traditions, and applicable federal laws. Pursuant to Diné bi beenahaz' áanii, the NNJB has established a justice system that fully embodies the traditional values and processes of the Navajo People. The Judicial Branch provides these services in twelve (12) judicial districts located throughout the Navajo Nation.

NNJB is inviting qualified and well-established vendors capable of providing equipment and services to submit proposals and bids.

B. Dates for delivery of products- Vendor must complete delivery of goods within four (4) weeks of signed procurement documents.

C. Contact Information

Karen Francis, Acting Administrative Director of the Courts
P. O. Box 520
Window Rock, AZ 86515 Telephone Number: 928-871-6762
Facsimile: 928-871-6761
Email address: karenfrancis@navajo-nsn.gov

D. Addendum to the RFP - in the event it becomes necessary to revise any part of the RFP, NNJB shall issue a written addendum on the specifics of the change and inform all respondents who received the original RFP.

E. Inquiries Regarding this RFP - Questions regarding this RFP should be submitted in writing (email, facsimile, regular mail) to the Acting Administrative Director of the Courts. Only written responses to written questions shall be official. Verbal inquiries and responses shall be considered unofficial.

F. Rejection of Proposals - The Navajo Nation reserves the right to waive any informalities or irregularities in the RFP, or reject any or all proposals whenever such rejection is

deemed in the best interest of the Navajo Nation.

SECTION 2 -PROPOSAL & BID SUBMITTAL DEADLINE AND RELEVANT INFORMATION

A. Deadline - All proposals & bids must be physically submitted to:

Delivery via UPS or Federal Express
Navajo Nation Purchasing Department
Administration Building 1
Morgan Boulevard
Window Rock, AZ 86515
ATTN: Kimberly Slim, Buyer
Phone: 928-871-6141

Delivery via US Mail
Navajo Nation Purchasing Department
P. O. Box 3150
Window Rock, AZ 86515
ATTN: Kimberly Slim, Buyer

By February 09, 2024 by 4:00 PM local Window Rock, AZ time (MST).

Late, facsimiled, or emailed proposals will not be accepted. Late, facsimiled, or emailed proposals will be returned unopened to the firm unrated and firms responding in such fashion shall be considered non-responsive. Use of mail and/or delivery service is at the respondent's own risk. Post mark by due date on package will not substitute for actual, physical receipt of proposal and bid by the deadline.

- B. Proposal Submittal Specifications - All proposals & bids shall be submitted in a sealed envelope clearly marked:
1. "DO NOT OPEN" RFP #24-01-3233KS
 2. Name and address of the firm submitting the proposal shall be written legibly on the outside of the sealed envelope.
 3. All Bid Sheets shall be submitted with the sealed proposal, separately.

SECTION 3 -SPECIFICATIONS FOR AUTOMATED EXTERNAL DEFIBRILLATORS

A. Number of Machines – There is a need for 24 total machines.

B. Specifications:

1. Adult and Child Defibrillators AED3 MODEL #ZOL8511-001108-01
 - 2-in-1 Adult/Child capability
 - Wall Mount case
 - Wall Mount hardware
 - Replacement Pads
 - Replacement batteries up to 2 years for each AED
2. 3 year extended warranty and service
 - a. Service on equipment for up to three years to include shipping
3. Ground Shipping
 - a. Include ground shipping in your proposal
 - b. Delivery and setup at the list of sites in Attachment C
4. Navajo Nation Tax
 - a. Include 6% Navajo Nation tax on your proposal

SECTION 4 - GENERAL REQUIREMENTS

- A. Standard Contract - The Navajo Nation reserves the right to incorporate contract provisions which are based on applicable requirements, such as, Navajo Nation Laws, Federal, State, and local requirements, etc. into the contract documents; including provisions of the Navajo Nation Business and Procurement Act, at 12 N. N. C. § 1501 et seq., the Navajo Preference in Employment Act, at 15 N. N. C. § 601 et seq., and the Navajo Business Opportunity Act, at 5 N. N. C. § 201 et seq.
- B. Availability of Funds - Any contract with the Navajo Nation is contingent upon the availability of funds appropriated by the U. S. Congress and/or the Navajo Nation Council, pursuant to 2 N. N. C. § 223 (A).
- C. Indemnification - Vendor shall agree to hold harmless and to indemnify the Navajo Nation against any and all losses, costs, damages, claims, expenses or other liability whatsoever arising out of or in connection with vendor's services under proposed contract including, but not limited to, any accident to person or property.
- D. Sovereign Immunity - Nothing herein shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation except to the extent provided for in the Navajo Nation Sovereign Immunity Act, 1 N. N. C. §551 et. seq.
- E. Taxes - If applicable, all work performed and services provided within the territorial jurisdiction of the Navajo Nation is subject to the six percent (6%) Navajo Sales Tax, 24 N. N. C. § 601 et seq.
- F. Proprietary Information - Any restriction on the use of data contained within any proposal must be clearly stated in the proposal. Each and every page that contains

proprietary information must be clearly marked "Proprietary".

- G. Ownership of Proposals - All materials submitted with the RFP accepted for review and evaluation shall become the property of NNJB and not returned to the firm. NNJB has the right to use any or all information presented in the RFP subject to limitations outlined in Paragraph F above under SECTION 4. Disqualification or non-selection of a vendor or proposal does not eliminate this right.
- H. Contractual Obligation - The contents of the proposal may become part of contractual obligations of the contract award. Failure of the firm to accept these obligations may result in cancellation of the award.
- I. Cost Incurred - The Navajo Nation is not liable for any cost incurred by the firm prior to issuance of a signed contract award for services. Cost incurred as a result of participating in this RFP process shall be at the sole risk and responsibility of the respondent.
- J. Legal Review - Best efforts shall be used to resolve any disputes through informal means. In the unlikely event that formal action must be taken, all agreements will be interpreted by the law of the Navajo Nation. The Navajo Nation reserves the right to pursue appropriate legal action in the set of circumstances in Navajo Nation Courts.
- K. 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 affect such termination or reduction in scope. The NNJB Administrative Director of the Court's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.

SECTION 5 - PROPOSAL CONTENT AND EVALUATION CRITERIA

A. Organization and Content

- 1. Respondent(s) must indicate if they are a priority one or two vendor with the Navajo Nation.
- 2. All proposals shall be printed on standard 8 1/2" X 11" paper and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, maps, or the like.
- 3. Four (4) original copies of the proposal and Bid Sheets shall be submitted in flat bound form to facilitate filing.
- 4. Appearance of proposal, including methodical and logical organization, is important and professionalism in proposal presentation should not be neglected.
- 5. Letter of Interest - Proposal shall have a Letter of Interest stating the firm's interest in delivering the product and services as specified in RFP#24-01-3233KS. The letter of Interest shall have an original signature of individual(s) responding to this RFP.

6. Contact Information -Proposal shall provide the following contact information:
 - a. Person or firm responding to RFP#24-01-3233KS.
 - b. Name, title, and contact number(s) of person(s) authorized to provide clarification on submitted proposal and negotiate on behalf of the firm regarding proposal and relative documents.
7. Response to RFP Specifications -Response to specifications shall be addressed in the order in which they appear on this RFP.
 - a. Bid quotes relative to SECTIONS 3 shall be indicated on BID SHEET - A. BID SHEET - A is attached as ATTACHMENT A.
 - b. Each BID SHEET shall be Signed by the authorized representative designated under SECTION 5. A .5. b. Bid quotes shall remain valid for 45 days from the proposal and bid submittal deadline as specified under SECTION 2. A. Bid Sheets will be utilized by NNJB to uniformly compare quotes. Clear, concise, and understandable proposals and bids will be appreciated.
8. Additional Information - Proposal may contain other information or material which may improve the quality of the proposal pertaining to the firm providing equipment with repair and maintenance.

B. Evaluation Procedures

1. Only those proposals and bids submitted within the established deadline (SECTION 2. A.) shall be opened and reviewed for responsiveness. Proposals shall be open in accordance with the Navajo Nation Business Opportunity Act, 5 N. N. C. § 201 et seq.
2. Representatives from the Navajo Nation Purchasing Department (Office of the Controller) and NNJB will be present for the opening of sealed proposals and bids.
3. After each sealed proposal is opened, the content of the sealed envelope will be examined and reviewed for responsiveness to RFP #. The "CHECK LIST FOR RESPONSIVENESS TO BID# 24-01-3233KS will be utilized for this purpose. Failure to adhere to the check list, or provide specified documents, may result in a determination of "non-responsive". A proposal determined to be non-responsive will not be evaluated beyond this point. A copy of the check list is attached as ATTACHMENT B. Please use the check list as a tool to ensure all pertinent documents are included in the proposal.
4. Proposals determined to be responsive to BID# 24-01-3233KS will be evaluated on the criteria outlined under SECTION 5.D.1.
5. Based on evaluations of proposals, NNJB may choose to visit the top-rated firms for

additional on-site evaluation of the facility.

C. Evaluation Criteria

1. Adult and Child Defibrillators MODEL #ZOL8511-001108-01

2-in-1 Adult/Child capability

Wall Mount cabinet

Wall Mount hardware

Necessary Replacement Pads

Replacement batteries

2. 3 year extended warranty and service

Service on equipment for up to three years to include shipping

3. Ground Shipping

Include ground shipping in your proposal

Delivery and setup at the list of sites in Attachment C

4. Navajo Nation Tax

Include 6% Navajo Nation tax on your proposal

End of Scope of Work & Specifications for BID#24-01-3233KS

ATTACHMENT B
Navajo Nation Judicial Branch
Adult and Child Defibrillators MODEL #ZOL8511-001108-01

PROPOSAL SUBMITTAL SPECIFICATIONS

	Description	Points
1	AED 3-MODEL #ZOL8511-001108-01 (50 points) Specifications which include: <ul style="list-style-type: none"> • Wall Mount Cabinet • Wall Mount hardware • Replacement batteries 	
2	3 year extended warranty and service (20 points) a. Service on equipment for up to three years to include shipping	
3	Shipping, Delivery and Set-up (20 points)	
4	Navajo Nation Tax of 6% included in proposal (10 points)	
5	Section 4. - Adherence to general requirements	
-	TOTAL POINTS	

ATTACHMENT B

List of sites and types of equipment needed:

AED 3	
AOC	1
Supreme Court	1
Peacemaking Adm	1
Alamo Court	1
Alamo Peacemaking	1
Chinle Peacemaking/Probation	1
Crownpoint Court	1
Crownpoint Peacemaking/Probation	1
Dilkon Court	1
Dilkon Peacemaking	1
Dzil Yijiin Court	1
Kayenta Peacemaking	1
Kayenta Probation	1
Pueblo Pintado Court	1
Ramah Court	1
Shiprock Court	1
Shiprock Peacemaking/Probation	1
Tohajiilee Court	1
Tuba City Court	2
Tuba City Peacemaking/Probation	1
Window Rock Court	1
Window Rock Peacemaking	1
Window Rock Probation	1

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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Employer identification number										
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

