

**REQUEST FOR PROPOSAL  
NAVAJO POLICE DEPARTMENT  
SINGLE WIDE TRAILERS**

BID NUMBER. 24-05-3367GC

**I. PURPOSE OF REQUEST.**

The purpose of this invitation to bid is to purchase manufactured homes for commissioned police officers to reside in communities. The successful vendor shall meet all specifications as outlined herein.

**II. TIME SCHEDULE.**

It is the NPD's intent to follow this 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.	June 10, 2024
Deadline for Submittal of Proposals by 5:00 PM.	June 21, 2024
Evaluation of submitted proposals	June 24-28, 2024
Notice of conditional selection and initiate award process	June 28, 2024
Award by the Navajo Nation (tentative date)	August 23, 2024

**III. INSTRUCTION FOR PROPOSERS.**

A. All proposals\* must be addressed to:

Delivery: Grace Coan, Buyer  
Purchasing Service Department  
Admin Building One  
Window Rock Boulevard  
Window Rock, Arizona 86515

Mailing: Grace Coan, 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. Any questions or inquiries regarding the scope of purchase should be brought to the attention of

Dwayne Hogue, Police Lieutenant  
Navajo Police Department  
928-637-5826  
[dhogue@navajo-nsn.gov](mailto:dhogue@navajo-nsn.gov)

- C. All proposals must be in a sealed envelope and clearly marked "**NPD SINGLE WIDE TRAILERS 24-05-3367GC**". The name and address of the proposing vendor must be shown on the face of the envelope.
- D. All proposals must be received by 5:00pm on Friday, June 21, 2024. 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 must include:
1. Company name and address, as well as the name and direct contact information of the primary and secondary account representatives. Briefly describe the primary and secondary account representatives' experience delivering services to Police organizations similar in size and scope of those listed under the Scope of Services in this RFP and years of service at your company.
  2. What is the Lead Time to deliver product After Receipt of Order? Define the process and timeline you anticipate for delivery of the identified goods.
  3. List three (3) references whom the NPD can contact, from government entities that have purchased manufactured homes outlined in Exhibit A within the last three (3) years. Include the name and address of each referenced organization, as well as the name, title, and phone number of the contact person. The NPD reserves the option to check references at its sole discretion.

4. Identify from what location the proposer will provide the identified goods to the NPD.
5. Describe systems and mechanisms that would be established for status reporting during the project.
6. Proposer shall acknowledge the purchase will be made using a Navajo Nation Purchase Order.
7. A completed W-9 Form (Exhibit B)
8. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)
9. A statement identifying your firm/company has Reviewed the Specification for the Navajo Police Department (Exhibit A) and the proposal meets the required specifications.
10. A statement identifying your firm/company has Reviewed the Purchase Order Terms and Conditions (Exhibit D) [Note, the Terms and Conditions are binding and take precedence.] and there is an understanding of that review.

#### **IV. SELECTION CRITERIA.**

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

The NPD shall not be obligated to accept the lowest priced proposal, but shall make an award to the most responsible and responsive proposer whose proposal is most advantageous to and best serves the needs of the NPD and the Navajo Nation taking into consideration price and the evaluation factors set forth.

#### **V. SCOPE OF PURCHASE.**

The scope of purchase 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 to more than one qualified proposer at the NPD's sole discretion.
- E. The purchase order resulting from acceptance of a proposal by the NPD shall be in a form supplied or approved by the NPD and shall reflect the specifications in this RFP. The Purchase Order Terms and Conditions is attached.
- 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. 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.
- I. 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, inclusive of Navajo Nation sales tax (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this goods purchase.
- B. 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.
- C. Payment by the NPD for the identified goods will only be made after the identified goods have been delivered and accepted by authorized NPD representatives. 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.

- D. The vendors W-9 address must be reflecting on the vendors' addresses.
- E. The successful proposer must align their invoice to the exact verbiage contained on the purchase order reflecting goods purchases.

#### VIII. PROPOSAL PRICE

- A. The Navajo Nation requires the proposal to include a sealed bid price. Failure to do so will result in a "non-responsive" classification and rejected. A description of what shall be required in the sealed bid price is in Section 4 of the scope of service.
- B. Please refer to the Office of the Navajo Tax Commission at 928-871-6683 or their website at <http://www.tax.navajo-nsn.gov/> for additional information or guidance on what requires the Navajo Nation sales tax.
- C. Payment by the NDPS for the services will only be made after the services have been performed and accepted by authorized NDPS representatives. Itemized billing shall be submitted upon establish submission tables.
- D. The payment procedures established by the Division of Finance/OOC shall be adhere to and are to begin whenever Goods are delivered and accepted.

#### IX. LICENSE REQUIREMENT

- A. Proposer must be licensed on 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.

**EXHIBIT A**  
**SCOPE OF**  
**GOODS**

# EXHIBIT A

## SCOPE OF WORK

### GENERAL PROVISIONS

The successful vendor shall provide THREE single wide manufactured homes with the following requirements.

- Not to exceed 56' in length and 13'8" in width,
- Shall have two bedrooms,
  - Primary bedroom specification of 11'4" x 13'0",
  - Bedroom 2 specifications of 9'5" x 13'0.
- Shall have a living room area with specifications of 13'5" x 13'0",
- Shall have one bathroom with a sink, toilet and tub and standard fixture,
- Shall have a utility closet where the water heater and furnace shall be placed,
- A kitchen with standard fixtures including cabinets kitchen sink and counter space,
- A dining area,
- All gas for furnace, stove, 100amps,
- 6' privacy fencing with slats to fence an area of approximately 55'x106',
- Steps for front and rear entry,
- Skirting,
- Delivery and set up.
  - One shall be delivered and set up at the Red Mesa Unified School District Housing in Red Mesa, Arizona. Space #2 is the tentative set up location.
  - One shall be delivered and set up at the Navajo Pine High School District Housing in Navajo, New Mexico. Space #4 is the tentative set up location.
  - One Shall be delivered and set up at the Sawmill Elementary School, Arizona.
- Delivery and set up to occur no later than September 29, 2024.

All specifications and requirements shall show one-unit price times three manufactured homes inclusive of all costs to achieve the scope of purchase.

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**EXHIBIT B**  
**FORM W-9**  
**(Rev. 2024)**





# **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**

# 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.

**EXHIBIT E**

**SCORE CARD**

Evaluator:	
Bidder:	

**Bidder Proposal: Evaluation Process**

(0-1) Low (2-3) Med (4-5) High

Category	Criteria	Score (0-5)	Weight	Weighted Score	Comments
General Instructions	<ol style="list-style-type: none"> <li>1. Properly marked</li> <li>2. Two copies of proposal</li> <li>3. Company contacts</li> <li>4. Lead time for purchase</li> <li>5. (3) relevant references</li> <li>6. Status of project reporting</li> <li>7. Current W-9</li> <li>8. Debarment and Suspension</li> <li>9. Statement of review of Professional Service Contract</li> <li>10. Statement of review of scope of work</li> <li>11. Proof of business license</li> </ol>	11	6	66	
Scope of Work	<ol style="list-style-type: none"> <li>1. Not to exceed 56' x 13'8"</li> <li>2. (2) bedrooms to specifications</li> <li>3. Living area to specifications</li> <li>4. (1) bathroom to specifications</li> <li>5. Utility closet for water heater and furnace</li> <li>6. Kitchen to specifications</li> <li>7. Dining area</li> <li>8. Gas utilities</li> </ol>	16	25	400	
Scope of Work	<ol style="list-style-type: none"> <li>1. Fencing to specifications</li> <li>2. Steps for front and rear door</li> <li>3. Skirting</li> <li>4. Delivery to Red Mesa Teacher Housing, AZ</li> <li>5. Delievery and set up Sept. 29, 2023</li> <li>6. All costs inclusive</li> </ol>	12	25	300	
Costs	<ol style="list-style-type: none"> <li>1. All costs inclusive as a single unit price</li> <li>2. Separate line item for 6% NN Sales Tax</li> </ol>	4	25	100	

Scores for the Bidder Proposal portion of the Evaluation Process



		<b>Subtotal Score</b>	<b>866</b>
Evaluator's Name (Signature)			
		Max:	<b>866</b>
Evaluator's Name (Print)	BIDDER Proposal Score		