

RFP RE-BID NUMBER: 23-06-3055KS

**Navajo Environmental Protection
Agency – Water Quality/NPDES
Program**

REQUEST FOR PROPOSAL

I. PURPOSE OF REQUEST.

The Navajo Environmental Protection Agency – Water Quality/NPDES Program is requesting proposals for One (1) 2023 Chevrolet Silverado or equivalent 1500 4x4, Four Door, Short Bed Pick Up Truck to be used for extensive field work in the Western Navajo Agency. Vehicle Specification please see (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.

II. TIME SCHEDULE

The estimated dates and the process set forth below may be revised if deemed necessary, including but not limited to interviews.

Navajo EPA/Water Quality issues RFP.	April 8, 2024
Deadline for Submittal of Proposals by 5:00 PM	April 26, 2024
Evaluation of Submitted Proposals	April 29, 2024
Notice of conditional selection / Initiate award process (tentative)	April 29, 2024
Award by the Navajo Nation (tentative)	April 29, 2024

III. INSTRUCTIONS FOR PROPOSERS

Instructions to offerors to visibly mark on the outside of the proposal package, if applicable, the offeror's priority Status under the Navajo Nation Business Opportunity Act. It is the responsibility of the offeror to identify themselves as a certified Navajo Vendor under the Navajo Nation Business Opportunity Act. Mark Priority 1 or Priority 2 outside the proposal package.

A. All proposals* must be addressed

To Delivery: Kimberly Slim, Buyer
Purchasing Service Department
Admin Building One

Window Rock Boulevard
Window Rock, Arizona 86515

Mailing: Kimberly Slim, 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 "**Navajo EPA-Water Quality/NPDES Program Vehicles 23-06-3055KS**". The name and address of the proposing vendor must be shown on the face of the envelope RFP Bid Number.
- C. Any questions or inquiries regarding the scope of work should be brought to the attention of

Patrick Antonio, Principal Hydrologist
Navajo Environmental Protection Agency
Water Quality/NPDES Program
Telephone Number: (928) 871-7185
Email: patrickantonio@navajo-nsn.gov

- D. All proposals must be received by 5:00PM on **April 26, 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 concisely, providing a straight-forward description of provider's ability 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 Navajo Environmental Protection Agency - Water Quality/NPDES Program 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 proposer's experience and ability to deliver the requested goods and services to the Navajo Nation.

2. Proposer must include 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.
3. Delivery of vehicles will be to the Navajo Nation Fleet Management Department in Window Rock, Arizona.
4. Description of delivery process, timeline, and contact persons.
5. Specification sheets for the proposed base vehicle and specifications sheets for the proposed upfit of the base vehicle. This shall be used to determine the responsiveness of your proposal to the scope of work.
6. Ensure the proposal cost sheet outlines the price of the vehicle, the upfit and any other related expenses as ONE-unit price extended to two vehicles. Provide a proposed unit cost for each vehicle as outlined in the scope of work. This unit price should then be applied to the identified number of vehicles. Tax should be a separate line item.
7. An itemized breakdown of costs should be available in the specifications sheet.
8. License requirement.
9. Completed W-9 Form (Exhibit B)
10. Certification Regarding Debarment and Suspension (Exhibit C)

IV. SELECTION CRITERIA.

The Navajo Environmental Protection Agency - Water Quality/NPDES Program will use the following criteria in its review and evaluation of submitted proposals. The order in which they appear is not intended to indicate their relative importance.

SELECTION CRITERIA	WEIGHT GIVEN
1. Ability to deliver product within parameters identified in purpose and scope; quality of product.	50 POINTS
2. Price.	40 POINTS

3. Experience, reputation, and history of successfully completing contracts of this type, meeting projected deadlines, location, integrity, and responsiveness of the Proposer.	10 POINTS
TOTAL CRITERIA WEIGHT	100 POINTS

V. SCOPE OF WORK.

The scope of work is described in Exhibit A.

VI. TERMS AND CONDITIONS.

- A. The Navajo Environmental Protection Agency - Water Quality/NPDES Program reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The Navajo Environmental Protection Agency - Water Quality/NPDES Program reserves the right to request clarification of or additional information from any proposer.
- C. The information submitted will be analyzed and may be shared internally or in federal financial reports at Navajo Environmental Protection Agency - Water Quality/NPDES Program discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The Navajo Environmental Protection Agency - Water Quality/NPDES Program reserves the right to use any non-proprietary information. No basis for claims against the Navajo EPA - Water Quality/NPDES Program shall arise as a result of a response to this RFP or from the Navajo Environmental Protection Agency - Water Quality/NPDES Program's use of such information. And services to more than one qualified proposer at the Navajo Environmental Protection Agency - Water Quality/NPDES Program sole discretion.
- D. It is the intent of Navajo Environmental Protection Agency - Water Quality/NPDES Program to make this purchase using a Navajo Nation Purchase Order. The terms and conditions are attached as Exhibit D.
- E. After preliminary selection and prior to contract award, the Navajo Environmental Protection Agency - Water Quality/NPDES Program will discuss with the Proposer the procedures for invoicing, payment, reporting, and monitoring contract performance.
- F. The Navajo Environmental Protection Agency - Water Quality/NPDES Program

shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this RFP.

- G. The vehicle must be delivered in a timely manner. The bid price shall be F.O.B. to the Fleet Management Department Window Rock, Arizona. The vehicle shall be free from any purchase money or other lien or security interest.
- H. The Navajo Nation shall receive at the time of delivery all pertinent documents necessary for titling and licensing vehicles, including the Manufacture's Statement of Origin and Odometer statement. The Navajo Nation will be responsible for registering vehicles.
- I. 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.
- J. The Navajo Nation is a sovereign government and all contracts entered into as a result of this RFP shall comply with Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal laws, rules and regulations.

VII. COMPENSATION

- A. Present detailed information for the identified goods and services, inclusive of Navajo Nation sales tax at 6 percent (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this service purchase.
- B. If terms are used, provide definitions of routine versus non-routine tasks; fixed costs versus variable costs, and how costs are applied.
- C. If you question 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 Navajo Environmental Protection Agency - Water Quality/NPDES Program for the goods and services will only be made after the identified goods and services have been delivered and accepted by authorized Navajo Environmental Protection Agency - Water Quality/NPDES Program representatives. This includes acceptance of the vehicles according to specifications, and the receipt of all pertinent documents, including invoice. The Payment procedures established by the Division of Finance shall be adhered to and are to begin whenever Goods are delivered and accepted.
- E. All vendors must have a Department of Treasury Internal Revenue Service

Form W-9 on file with the Navajo Nation to accommodate payment. Itemized billings shall be submitted containing information specified in Exhibit A.

- F. The total cost of all specified elements should be identified as a single line item.

VIII. LICENSE REQUIREMENT

- A. Proposer must be licensed in the Navajo Nation if performing 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.

EXHIBIT A

**SCOPE OF
WORK**

EXHIBIT A

VEHICLE SPECIFICATIONS

- **One (1) 2023 Chevrolet Silverado or equivalent 1500 4x4 Short Bed 4 Door Pick Up Truck**
- **Tinted Windows**
- **5.3 liter V8 Gas Engine**
- **Four wheel drive**
- **10-speed shiftable automatic transmission**
- **Towing package**
- **Skid plate package**
- **All standard front seat features including, but not limited to: 40-20-40 split bench cloth front seats, 8-way power driver seat, Driver seat with power adjustable lumbar support**
- **All standard safety features**
- **All standard In-Car Entertainment features**
- **All standard power features**
- **All standard comfort and convenience features including, but not limited to: cruise control, Tilt and telescopic steering wheel, Audio and cruise controls on steering wheel, Electric power steering, dual front climate control**
- **All standard instrumentation features,**
- **All standard cab heating and cooling features**
- **All standard suspension features**
- **265/65R18 on/off road tires with 10 ply tread and 6 ply sidewall**
- **Full-size matching spare tire stored under body**
- **All standard warranties**
- **Any other standard features not listed above**

EXHIBIT B

FORM W-9

(Rev. 03-2024)

Request for Taxpayer Identification Number and Certification

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

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

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.

Social security number	
or	
Employer identification number	

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

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

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

- 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, -, 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 person am 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.