

REQUEST FOR PROPOSAL
BID NO: # 24-01-3202KS

The Navajo Nation Purchasing Services Department is soliciting for sealed proposals and bids to Provide High-Speed, High-Volume Copier/Printer/Scanner Machines with Maintenance and Repair.

To obtain RFP package go to website: courts.navajo-nsn.gov Navajo Nation Judicial Branch Training RFP or <http://www.nnooc.org/RFPs-Advertisements.html>

- Closing Date: February 23, 2024 @ 4:00 p.m.

Run Date: February 6, 2024 to February 22, 2024 at <https://courts.navajo-nsn.gov/>

NAVAJO NATION JUDICIAL BRANCH
Scope of Work & Specifications
to
Provide High-Speed, High-Volume Copier/Printer/Scanner Machines with
Maintenance and Repair

BID# 24-01-3202KS

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 and a Supreme Court located throughout the Navajo Nation.

NNJB is inviting qualified and well established vendors capable of providing equipment and services to submit proposals and bids. NNJB intends to refresh its current set of Xerox Copiers with new multifunction equipment, warranty, maintenance and training on. New printing devices must be certified compliant supporting PC workstations that operate under the following specifications: I9 Processor; 1TB SSD min; 16GB RAM min; Keyboard/Mouse; Windows 11 Professional; utilizing 32 inch Monitor and PDF Document Editor (Adobe, Foxit Pro, etc).

Printing requirements will be specific to each location. The current model multifunction devices to be included for reference. The equipment faxing option may be replaced with networking faxing capabilities with new phone systems.

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 23, 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 #24-01-3202KS - PROPOSAL TO PROVIDE HIGH-SPEED, HIGH-VOLUME COPIER/PRINTER/SCANNER MACHINES WITH MAINTENANCE AND REPAIR".

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 PROVIDE HIGH-SPEED, HIGH-VOLUME COPIER/PRINTER/SCANNER MACHINES WITH MAINTENANCE AND REPAIR

- A. Number of Machines – There is a need for 22 total machines.
- B. Specifications:

1. 7 x Multi-functional capability to copy, scan and print (20 points)
 - Fast Scanning: at least 70 pages per minute
 - Fast Copying
 - Fast Printing
 - Scans up to 11"x17" pages
 - Copies up to 40,000 pages per day
 - On-Site Warranty
 - Software
2. 15 x Multi-functional capability to copy, scan and print
 - Fast scanning: minimum 50 pages per minute
 - Fast copying
 - Fast printing
 - Scans up to 11"x17" pages
 - Copies up to 40,000 pages per day
 - On-Site Warranty
 - Software
3. 1, 2 and 3 year extended warranty and service
 - a. Service on equipment for up to three years to include shipping
4. Shipping, Delivery and Set-up
5. Training on new equipment.
6. Navajo Nation Tax of 6% included in 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#24-01-3202KS. 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#24-01-3202KS.
 - 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. Statement of Qualification -Proposal shall have a Statement of Qualification which will address the following:
 - a. The firm's ability to provide services.
 - b. Previous experience and past performance providing similar services; including references (contact information) of previous clients served within the last three (3) years; and
 - c. Information of the firm's prior experience working with Native American tribes, especially the Navajo Nation.
8. 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.

9. 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# 24-01-3202KS 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# 24-01-3202KS 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. Each proposal will be evaluated on the following criteria:
7. 7 x Multi-functional capability to copy, scan and print (20 points)
 - Fast Scanning: at least 70 pages per minute
 - Fast Copying
 - Fast Printing
 - Scans up to 11"x17" pages
 - Copies up to 40,000 pages per day
 - On-Site Warranty
 - Software
8. 15 x Multi-functional capability to copy, scan and print (20 points)
 - Fast scanning: minimum 50 pages per minute

- Fast copying
- Fast printing
- Scans up to 11"x17" pages
- Copies up to 40,000 pages per day
- On-Site Warranty
- Software

9. 1, 2 and 3 year extended warranty and service (20 points)
 - a. Service on equipment for up to three years to include shipping
10. Shipping, Delivery and Set-up (10 points)
11. Training on new equipment. (10 points)
12. Navajo Nation Tax of 6% included in proposal (10 points)

End of Scope of Work & Specifications for BID# 24-01-3202KS

ATTACHMENT A BID SHEET - A
To Provide High-Speed, High-Volume Copier/Printer/Scanner Machines with
Maintenance and Repair
BID# 24-01-3202KS

EQUIPMENT AND SERVICES

Type	Number	Cost Per Unit	Total
List type of equipment, warranty & software			
3 Year Equipment care & service			
Training on Equipment			
Applicable Shipping/Delivery and Setup Charge:			
Applicable Taxes & Percentages (EXAMPLE: sales tax @ 6%, etc.)			
SUBOTAL			

Date

Name Printed

Signature

ATTACHMENT B

Navajo Nation Judicial Branch RFP Bid #24-01-3202KS to Provide High-Speed, High-Volume Copier/Printer/Scanner Machines with Maintenance and Repair

PROPOSAL SUBMITTAL SPECIFICATIONS

	Description	Points
1	<p>7 x Multi-functional capability to copy, scan and print (20 points)</p> <ul style="list-style-type: none"> • Fast Scanning: at least 70 pages per minute • Fast Copying • Fast Printing • Scans up to 11"x17" pages • Copies up to 40,000 pages per day • On-Site Warranty • Software 	
2	<p>15 x Multi-functional capability to copy, scan and print (20 points)</p> <ul style="list-style-type: none"> • Fast scanning: minimum 50 pages per minute • Fast copying • Fast printing • Scans up to 11"x17" pages • Copies up to 40,000 pages per day • On-Site Warranty • Software 	
3	<p>1, 2 and 3 year extended warranty and service (20 points)</p> <p>a. Service on equipment for up to three years to include shipping</p>	
4	Shipping, Delivery and Set-up (20 points)	
5	Training on new equipment. (10 points)	
6	Navajo Nation Tax of 6% included in proposal (10 points)	
7	Section 4. - Adherence to general requirements.	
	TOTAL POINTS	

ATTACHMENT B

Navajo Nation Judicial Branch RFP Bid #24-01-3202KS to Provide High-Speed, High-Volume Copier/Printer/Scanner Machines with Maintenance and Repair

List of sites and types of equipment needed:

	Medium Volume	Large Volume
Alamo	•	
Aneth	•	
AOC	2	
Chinle	•	•
Chinle PMP/PPS	•	
Crownpoint		•
Dilkon		•
Dzil Yijiin	•	
Kayenta		•
KY PPS/PMP	•	
PMP Admin	•	
PPS WR	•	
Pueblo Pintado	•	
Ramah	•	
Supreme Court	•	
Shiprock		•
To'hajiilee	•	
Tuba City		2
TC PMP/PPS	•	

15

7

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE