

REQUEST FOR PROPOSALS  
RFP 2017-07 Four (4) New Multifunctional Copier Replacements  
Due Date & Time: September 15, 2017 at 5:00 PM MDST

The Ramah Navajo Chapter, Office of Grants & Contracts (RNC '638) is accepting proposals from qualified, responsive and responsible Copier Equipment Companies/Retailers to provide Four (4) New Multifunctional Color Copier Equipment (Copy, Print, Fax & Scan) on a 36 month lease-to-purchase agreements with Four (4) Trade-ins. Proposals must meet or exceed the Copier Specifications/Scope of Work outlined in the RFP Packet. Navajo/Indian Preference will apply. RFP Packet may be obtained by contacting RNC Procurement Office at (505) 775-7150/7154 or by visiting the RNC Website: <http://ramahnavajo.org/procurementrfpsifbs/>

Advertising Dates:

Navajo Times: August 31<sup>st</sup> and September 7<sup>th</sup>, 2017

Gallup Independent: August 26<sup>th</sup>, September 2<sup>nd</sup> and September 9<sup>th</sup>, 2017

Albuquerque Journal: August 27<sup>th</sup>, September 3<sup>rd</sup> and September 10<sup>th</sup>, 2017



RFP 2017-07 Four (4) New Multifunctional Copier Replacements with Trade-ins

RAMAH NAVAJO CHAPTER  
P.L. 93-638 OFFICE OF GRANTS & CONTRACTS

**REQUEST FOR PROPOSALS**

PROPOSAL DUE DATE: September 15, 2017 at 5:00 PM MDST

PROJECT DESCRIPTION: RFP 2017-07 Four (4) New Multifunctional Copier Replacements with Trade-ins

CONTACT PERSON(S): McDarrell Martinez, Procurement Manager  
Phone Number: (505) 775-7154  
Email Address: mmartinez@ramahnavajo.org

DELIVER TO: Ramah Navajo Chapter—PL 93-638 Office of Grants & Contracts  
Attention: Procurement Office  
HC 61, Box #13  
Via BIA Road 125/Mt. View Community at Business Office  
Ramah, New Mexico 87321

MAIL TO: Ramah Navajo Chapter—PL 93-638 Office of Grants & Contracts  
Attention: Procurement Office  
HC 61, Box #13  
Ramah, New Mexico 87321

RETURN ALL PROPOSALS CLEARLY MARKED:

“RFP 2017-07 FOUR (4) NEW MULTIFUNCTIONAL COPIER REPLACEMENTS”

The Ramah Navajo Chapter—PL 93-638 reserves the right to reject any or all proposals and to waive any informality in the proposals received whenever such rejection or waiver is in the best interest of the Ramah Navajo Chapter—PL 93-638.

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**SECTION I. INTRODUCTION**

**A. BACKGROUND INFORMATION**

1. The Ramah Navajo Chapter, a political sub-unit and a sovereign tribal government of the Navajo Nation, is located on the Ramah Navajo Indian Reservation in the northwestern part of the State of New Mexico, Cibola County.
2. The Ramah Navajo Chapter, a part of and recognized by the Navajo Nation Tribal Council, receives its authority to contract community service programs directly with the Bureau of Indian Affairs, US Department of the Interior pursuant to Public Law 93-638 Indian Self-Determination and Educational Assistance Act, as amended.
3. The Chapter administers the following major programs—Law Enforcement/Corrections Services, Natural Resources/Range Management, Real Estate Services, Community Planning & Development, Facilities Management, Tribal Services and general administrative support services. The RNC '638 also subcontracts the community housing program through the Navajo Nation and Navajo Housing Authority through Public Law 104-330 Native American Housing and Self-Determination Act (NAHASDA); and, contracts with the US Department of Transportation-Federal Highway Administration to plan, design and contract road construction projects through the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), as amended.
4. The Chapter continually maintains unmodified (clean) audits and certified financial and managerial systems with annual audits performed by an independent firm according to 2 CFR Part 200 Subpart F-Audit Requirements.

**B. PURPOSE**

1. The Ramah Navajo Chapter, Office of Grants & Contracts (RNC '638) herein implements this formal Request For Proposals (RFP) to publicly solicit and obtain proposals from responsive, responsible and qualified copier companies/retailers to provide four (4) new multifunctional copier equipment (copy, print, fax & scan) on a 36 Month Lease-to-Purchase agreements with trade-ins and according to copier specifications/scope of work.

**C. LEAD AGENCY CONTACT**

1. Any inquiries or requests regarding the “Procurement” and “Scope of Work” should be submitted in writing to the Lead Agency’s Procurement Manager listed below. Inquiries and requests made to other staff will not be responded to. All responses will be in writing and will be distributed to all Interested Parties who receive a copy of this RFP.

McDarrell Martinez, Procurement Manager  
Ramah Navajo Chapter, Office of Grants & Contracts  
HC 61, Box 13  
Ramah, NM 87321

Telephone: (505) 775-7154  
Fax: (505) 775-7173  
Email: mmartinez@ramahnavajo.org

**D. DEFINITION OF TERMS**

1. “Project” means the “RFP 2017-07 Four (4) New Multifunctional Copier Replacements” for which this RFP Package has been prepared and to which this RFP pertains.
2. “RNC '638” means the Ramah Navajo Chapter, Office of Grants & Contracts.
3. “Project Manager” means the person with RNC '638 that is designated and authorized to administer and manage the Procurement for the Project.

4. “Procurement” means the specific procedures and overall process – as governed by the applicable provisions of the Navajo Nation Procurement Act (12 N.N.C. §301 et seq.) and the Navajo Nation Procurement Regulations (adopted by Resolution No. BFD-192-03, dated December 16, 2003) – of providing this RFP Package to Interested Parties; of receiving, reviewing, evaluating, and ranking all eligible Proposals submitted; and of ultimately selecting an Contractor for a Contract Award for the Project.
5. “RFP Package” means this package for the Project containing all information, terms, conditions, and documents governing this Procurement Project.
6. “Interested Party” means a person, business, firm or company that is interested in providing the Project requirements and seeks to submit a Proposal for the Project, for consideration by the RNC ‘638.
7. “Proposal” means a statement, document, résumé, or package listing all qualifications of an Interested Party, including licensing, certification, education, training, experience, prior projects, and other relevant information pertaining to the qualifications necessary to successfully complete the Project; a Proposal also includes a description of the methods and schedule by which the Interested Party plan to provide the desired required services for the Project.
8. “Contractor” means a person, business, firm, entity, or company that performs the requirements of the Project.
9. “Selected Contractor” means the Contractor who is ultimately selected by the RNC ‘638 for a Contract Award for the Project.
10. “Mandatory” means “must” or “shall” and identifies a required condition or event; failure to comply with Mandatory directive shall result in Disqualification of a Proposal or a Party.
11. “Selection Committee” means a group of no less than three (3) qualified persons of RNC ‘638 to review, evaluate, and rank all eligible Proposals and Parties, for a Contract Award for the Project.
12. “Determination” means a written decision of the Selection Committee or the Project Manager regarding any aspect of the Procurement for the Project.
13. “Responsible” (as applied to an Interested Party or Contractor) means having an established reputation and track-record of excellent services and performance, proper education, training, licensing, certification, and/or experience, and full qualifications to satisfactorily perform the Contract for the Project.
14. “Responsive” (as applied to a Proposal) means having qualifications that are minimally sufficient or adequate to satisfy the Contract performance requirements for the Project; Responsive does not necessarily mean the Most Qualified, and does not guarantee that a particular Proposal will be selected for a Contract Award.
15. “Most Qualified” means more than minimally sufficient; more than adequate – i.e., the highest/best of all Proposals or Parties being reviewed, evaluated, and ranked.
16. “Disqualified” means that a Proposal is considered Non-Responsive, and/or that a Party is considered Non-Responsible; “Disqualified” means that a Proposal is considered ineligible for consideration for Contract Award, and/or Party is deemed ineligible to receive a Contract Award; all such determinations described in this definition shall be in accordance with SECTION II, D herein (AUTHORITY TO INVESTIGATE).
17. “Contract” means a finalized, duly approved, written agreement between the RNC ‘638 and the Selected Contractor, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of the Project.
18. “Contract Award” shall mean a formal award of a Contract by the RNC ‘638 for the Project.

## **SECTION II. REQUIREMENTS FOR THIS PROCUREMENT**

### **A. GENERAL**

1. RNC '638 authority. This RFP Package is issued by RNC '638. RNC '638 is the only office authorized to make copies of this RFP Package, to distribute this RFP Package, to amend this RFP Package, to cancel/withdraw this RFP, and to release any information, clarification, documents, or materials pertaining to the RFP or the Project.

2. Costs of submission. All costs incurred by Interested Parties in the preparation, reproduction, transmittal, delivery, or presentation of a Proposal, or any other documents or materials submitted in response to this RFP, shall be paid solely by such submitting Parties.

B. LAWS & REGULATIONS

1. The Selected Contractor shall comply with any and all applicable laws, regulations, policies, funding grant provisions, or guidance governing this Procurement, including all applicable Navajo Nation laws and regulations.

C. OWNERSHIP OF DOCUMENTS

1. All documents and materials contained in this RFP are the property of the RNC '638. All documents and materials contained in all submitted Proposals shall be the property of the RNC '638 and not be returned to the submitting Party unless the RFP is cancelled; all such documents and materials shall be either retained or discarded by RNC '638, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act (2 N.N.C. §81 et seq.).

D. AUTHORITY TO INVESTIGATE

1. The Project Manager and RNC '638 employees may make such inquiries and investigations of any persons or entities, as necessary and reasonable, to determine the Responsibility of any Interested Party, including eligibility for a Contract Award under RNC '638 or other applicable laws or regulations, and to determine the Responsiveness of any Proposal submitted for the Project. Interested Parties failing to submit any information, documents, or materials requested by the RNC '638, in a reasonable timely manner, shall be Disqualified from consideration for a Contract Award for the Project.

E. PRE-PROPOSAL MEETING

1. There will be NO Pre-proposal meeting for this Project.

F. SUBMISSION OF PROPOSALS – DEADLINE

1. All Proposals submitted for consideration must be actually received by the RNC '638 Procurement Manager on or before September 15, 2017 at 5:00 PM MDST, without exception. Any Proposal received after this deadline shall be Disqualified. The Procurement Manager shall record the exact time and date each Proposal is actually received, and all Proposals must be submitted to the Procurement Manager at the place identified on the front page of this RFP Package. All submitted Proposals must be sealed and the package/envelope must be clearly labeled "Do Not Open— RFP 2017-07 Four (4) New Multifunctional Copier Replacements" Proposals submitted by email or fax shall be Disqualified.

G. CONFIDENTIALITY

1. The contents of all Proposals and related materials shall be kept confidential until RNC '638 has issued a written notice of a Contract Award. At that time, all Proposals shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

H. SUBCONTRACTORS

1. The Selected Contractor shall perform all work that may result from this Procurement and all payments under the Contract shall be directly made only to the Selected Contractor. Use of subcontractors, consultants, suppliers, laborers, or other persons or parties identified in the submitted Proposal is permitted, but use of such persons or parties for the Project shall not exceed more than forty-nine (49%) of the total performance under the Contract. All such other persons or parties must be identified in the Proposal.

**I. SELECTION COMMITTEE & EVALUATION**

1. A Selection Committee shall be established for this Procurement. The Selection Committee shall perform the review, evaluation, and ranking of all eligible Proposals, and shall determine which Proposals are Responsive and which are Non-Responsive; a Responsive determination by the Selection Committee alone shall not guarantee a Contract Award, rather, the ultimate determination of eligibility for a Contract Award and ultimate selection of a Contractor for a Contract Award shall be in accordance with 12 N.N.C. §346 and other applicable Navajo Nation laws.

**J. ETHICS VIOLATIONS**

1. The Navajo Nation Ethics in Government Law (2 N.N.C., §3741 et.seq.) imposes penalties for bribes, gratuities and kickbacks relating to any contract award or the Procurement process, and Interested Parties may be subject to such penalties for engaging in prohibited activity.

**K. TABLE SUMMARY OF EVENTS & SCHEDULE**

1. RNC '638 will make every effort to adhere to following schedule:

ACTIVITY:	DATE:
Issuance of RFP	August 24, 2017
Submission of proposal Deadline	September 15, 2017 at 5:00 PM MDST
Evaluation of Proposals	To Be Determined
Selection and Award	To Be Determined

2. NOTE: These dates/times are only estimated completion times for Procurement activities.

**SECTION III. COPIER SPECIFICATIONS AND SCOPE OF WORK**

Basic Requirements and Configurations: The RNC '638 desires to replace and lease four (4) multifunctional copiers for its daily office operations. The RNC '638 desires to utilize the copier equipment as a network central printer, in addition to copying, faxing and scanning. Therefore, a mid-volume copier would be ideal to accommodate

additional printing needs. All proposed copiers must meet or exceed the following minimum requirements/specifications:

Quantity:	Four (4) Each
Preferred Lease Type:	Lease-To-Purchase 36 Month with \$1 Buy-out
Network:	Microsoft Windows Environment
Copier Classification:	NEW Color/Black & White Multifunctional (Copier, Printer, Fax & Scanner)
Copier Size:	Mid-Volume
Minimum Features:	50 ppm Color/55 ppm Black & White
	600x600 dpi standard to 1200x1200 dpi high resolution
	Duplex Automatic Document Feeder
	Variable Zoom (Reduction/Enlargement)
	Office Finisher (sorting, collating, stapling)
	Standard Customizable Paper Trays (to accommodate letter, legal, 11x17 sizes) including large capacity letter size trays and bypass tray.
	Utility/Work Surface (on top)
	Convenience Stapler (on top)
	USB Ports (print from or save scans to USB) with capability to Scan to Email/Mailbox/Network.
	Standard Accounting feature to administer user access, reports and tracking copy, print, fax and scan usage.
	10/100/1000 Ethernet Connection
	100 GB Minimum Hard Drive/2 GB memory
	Minimum Network Server Fax and Walk-Up Fax (LAN Fax)
	Other Standard features (current software, upgrades, security, protection, equipment management,
	Standard US Electrical Voltage 110-127 VAC +/- 10%

Optional: Based upon the average monthly usage by the Natural Resources Department, the RNC '638 desires an optional copier equipment for lower volume usage while maintaining the preferred features.

Quantity:	* One (1) Each (OPTIONAL – Lower Usage Model for Natural Resources Dept.)
Preferred Lease Type:	Lease-To-Purchase 36 Month with \$1 Buy-out
Network:	Microsoft Windows Environment
Copier Classification:	NEW Color/Black & White Multifunctional (Copier, Printer, Fax & Scanner)
Copier Size:	Low-Volume
Minimum Features:	30 ppm Color/40 ppm Black & White
	600x600 dpi standard to 1200x1200 dpi high resolution
	Duplex Automatic Document Feeder
	Variable Zoom (Reduction/Enlargement)
	Office Finisher (sorting, collating, stapling)
	Standard Customizable Paper Trays (to accommodate letter, legal, 11x17 sizes) including large capacity letter size trays and bypass tray.
	Utility/Work Surface (on top)
	Convenience Stapler (on top)
	USB Ports (print from or save scans to USB) with capability to Scan to Email/Mailbox/Network.
	Standard Accounting feature to administer user access, reports and tracking copy, print, fax and scan usage.
	10/100/1000 Ethernet Connection
	100 GB Minimum Hard Drive/2 GB memory
	Minimum Network Server Fax and Walk-Up Fax (LAN Fax)
	Other Standard features (current software, upgrades, security, protection, equipment management,
	Standard US Electrical Voltage 110-127 VAC +/- 10%



Copier Equipment Replacements:

Location (Ramah Chapter, Mt. View)	Avg. Monthly Copies	Avg. Monthly Printing, Faxing & Scanning	Trade-in Description
Administration	600 Color/3,000 BW	Unknown	Xerox 7665
Business Office	300 Color/5,000 BW	Unknown	Xerox 7545
Natural Resources*	200 Color/800 BW	Unknown	Xerox 7545
Law Enforcement	600 Color/4,000 BW	Unknown	Xerox 7545

**SECTION IV. REQUIREMENTS FOR PROPOSALS**

**A. PROPOSAL GUIDELINES**

1. The following guidelines shall be adhered to by Interested Party for consideration in the selection process of firms or individuals to perform the required services of the Project described. Proposals, which do not include all of the listed information, will be considered Disqualified and will not be evaluated by the Selection Committee.

- a) Submission of Proposal. All Proposals must be received for review and evaluation, no later than September 15, 2017 at 5:00 PM MDST. The date and time will be recorded on each Proposal. Interested Parties who are mailing their Proposals must allow sufficient time for mail delivery to ensure receipt by the time specified. Proposals by facsimile, email or any other method will NOT be accepted.
- b) Late Receipts of Proposals. Late Proposals shall NOT be accepted. It is the responsibility of the Interested Party to ensure the proposal arrives at the RNC '638 Procurement Office prior to the due date and time specified.

**B. MANDATORY SUBMITTAL REQUIREMENTS**

1. Submittal Letter. Proposals must be accompanied by a submittal letter. The submittal letter must:

- a) Identify the submitting business. State the name and address of the organization's firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit). Subconsultant(s) if any must be identified in a similar manner;
- b) Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- c) Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- d) Acknowledge receipt of any and all amendments to this RFP;

2. REQUIRED LICENSES/CERTIFICATIONS

a) The Interested Party submitting a Proposal must submit proof of qualifications listed on SECTION IV, which includes the following:

- (1) Current Business License(s) issued by a state agency
- (2) If applicable, Navajo Preference certification(s)

3. All Proposals not including the Mandatory proof of appropriate licensing or certifications shall be Disqualified from consideration for a Contract Award for the Project.

4. I.R.S. W-9 FORM

a) The submitting Interested Party must include in its Proposal a completed/signed I.R.S. Form W-9 (EXHIBIT A).

5. DEBARMENT AND SUSPENSION FORM

a) The submitting Interested Party must include in its Proposal a completed/signed "Navajo Nation Certification Regarding Debarment and Suspension Form" (EXHIBIT B).

C. PROPOSAL FORMAT AND ORGANIZATION

1. This section describes the format and organization of the Interested Party's responses. Failure to conform to these guidelines may result in the disqualification of the Proposal.

2. Each Proposal submission must be submitted in two sections. The first section shall contain a Technical Proposal and the second section shall contain a Sealed Cost Proposal.

D. PROPOSAL ORGANIZATION. The Proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

1. Letter of Submittal
2. Table of Contents
3. Technical Proposal (According to the Evaluation Criteria Areas SECTION V)
4. Attachments

E. TECHNICAL PROPOSAL:

1. NUMBER OF RESPONSES. Interested Party shall deliver **FIVE (5) COPIES** of their Proposal, to the location specified on or before the closing date and time for receipt of Proposals. ORIGINAL shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Interested Party's Proposals.

2. PROPOSAL FORMAT. All Proposals must be typewritten on standard 8 ½ x 11 papers. The Proposal must be limited in format and length. All foldout sheets, up to a maximum of 11" x 17" (2) sheets will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to maximum of forty (40) pages (printed sheet faces) of text and/or graphic material. Tab sheets will NOT be included as part of the forty (40) page limitation.

F. COST PROPOSAL

1. The Cost Proposal must be in a SEALED ENVELOPE separate from the Technical Proposal marked "COST PROPOSAL-DO NOT OPEN". Only one (1) original sealed Cost Proposal is required and must consist of detail costs and recurring costs (See SECTION V, D, 5).

G. Proposals deemed non-conforming by the Selection Committee in regard to format will be Disqualified. Interested Party shall contact the Procurement Manager to clarify any questions concerning format prior to submission.

H. PROPRIETARY INFORMATION

1. Any information included in a Proposal that the submitting Party desires to be treated as confidential must be put onto a separate page, and such page(s) must be clearly marked “proprietary” or “confidential” and must be easily separable from the entirety of the Proposal, in order to facilitate public inspection of the non-confidential portion of the proposal. Confidential data is restricted to confidential financial information qualifying as a Party’s trade secrets.

**I. CORRECTIONS OR AMENDMENTS**

1. If any Interested Party wishes to amend or revise any submitted Proposal, such is permitted so long as a final Proposal is submitted on or before the date of opening of Proposals set forth in SECTION II.F. herein; and any amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such.

**J. WITHDRAWAL OF PROPOSAL**

1. Any Party may withdraw its Proposal on or before the date of opening of Proposals set forth in SECTION II.F. herein; a withdrawal must be requested in writing signed by the duly authorized representative of the withdrawing Interested Party.

**SECTION V. EVALUTION CRITERIA**

A. The Procurement Manager will screen Proposals received according to the criteria listed below for acceptance. Proposals that fail the screening will be rejected and returned to the Interested Party unrated.

1. Proposal is received according to the required due date.
2. Proposal must conform to the Submittal Requirements according to SECTION IV and V.

B. Evaluation Criteria. A maximum total of One-Hundred Points (100 points) are possible in scoring each Proposal for the evaluation. A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories as addressed in SECTION III Copier Specifications/Scope of Work. Interested Parties are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. Technical Evaluation—The Selection Committee will evaluate each qualifying proposal according to the following “Technical Evaluation” point system:

TECHNICAL EVALUATION POINTS	
10	Qualifications, Experience and References
30	Copier Specifications and Details
10	Training, Support and Maintenance Services
10	Navajo Preference (10 Pts. for Priority #1 and 5 Pts. for Priority #2)
40	Costs
100	Total Possible Points

C. Technical Evaluation - Each technical proposal that is timely received will be independently evaluated in accordance with the Evaluation Criteria in this RFP.

1. Project proposal that match the scope of work required under the RFP will be evaluated higher than proposals that do not match the required work.

2. Interviews – Onsite Interviews/product demonstrations, conference calls or other oral presentation(s) supporting the written proposal may be requested during the evaluation process. Interested Party may be asked to provide additional data or oral discussion for the purpose of addressing identified deficiencies in the technical proposal, clarify any ambiguities. After these presentations, Interested Party may be requested to submit revisions or a best and final offer.

3. Finalists – Interested Party’s Technical Evaluation Points above Seventy-Five (75) Average Points will be deemed qualified and considered a Finalist.

D. In order to evaluate each Proposal received, the submitting Interested Party must provide adequate information in the following areas:

1. Qualifications, Experience and References:

- a) The Interested Party must submit a professional qualification profile and statement of experience related to the “Copier Specifications/Scope of Work” outlined in SECTION III above. The statement of experience should describe how the Interested Party has applied expertise in selling copiers and providing technical/maintenance support to government offices.

- b) The Interested Party must submit at least three (3) references of current clients that can attest to the Interested Party’s performance. Each reference shall include the name of the person to contact, title, address, and the telephone number, who can describe, in some detail, the quality and substance of the services provided.

2. Copier Specifications:

- a) The Interested Party must provide detail information, including copier specifications, brochures and optional features, that meets or exceeds the requirements outlined in SECTION III Copier Specifications/Scope of Work.

3. Training, Support and Maintenance Services:

- a) The Interested Party must submit detail information on the following:

- (1) Description of the qualifications of the maintenance/repair technicians
- (2) Time-line for delivery, installation/set-up, configuration and training
- (3) Detail information on its technical support services, maintenance agreements and copier warranty information.
- (4) Description of the “response time” for copier maintenance and repairs, including distance to the RNC ‘638.

4. Navajo Preference:

- a) The Interested Party claiming Navajo Preference must provide a copy of their current “Contract and Purchase Certification—Certificate of Eligibility” issued by the Navajo Nation Business Regulatory Department. (Priority #1 will receive 10 points and Priority #2 will receive 5 points).

5. Costs

- a) The Interested Party must provide detail information on the following:

- (1) 36 Month Lease-to-Purchase Amounts (Monthly Payments and any buyout amounts). The RNC ‘638 prefers a \$1 Lease Buy-Out, if applicable.
- (2) Finance/Lease Rate(s).
- (3) Trade-in allowances for each Xerox Copier
- (4) Recurring Full Service Maintenance Agreement costs.
- (5) Price list for Toners, other Supply (Kits, Staples etc.) and Parts, not including Paper.
- (6) Other applicable costs, including applicable taxes.

E. PROCEDURES FOR CONTRACT AWARD

1. The Contract shall be negotiated and awarded to the most qualified Interested Party, whose proposal meets or exceeds the RFP requirements and within budget.

## **SECTION VI. CONTRACT DOCUMENTS & PROVISIONS**

### **A. CONTRACT DOCUMENTS**

1. All Parties submitting Proposals are strongly encouraged to review all information, scope of work, documents contained in this RFP Package, prior to submitting a Proposal, since the Selected Contractor shall be expected to adhere to all terms and conditions set forth in the Contract (with special provisions noted in SECTION VII herein). The RNC '638 reserves the right to revise, amend or entirely replace any or all of the Contract documents prior to execution by the Parties.

### **B. INDEMNIFICATION**

1. The Selected Contractor will be required to indemnify the RNC '638 and Navajo Nation, pursuant to the following Contract clause: "Contractor agrees to hold harmless and indemnify the Ramah Navajo Chapter, Office of Grants & Contracts and Navajo Nation and its divisions, departments, chapters, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with any work performed or services provided under this Contract, and any other related activities, by Contractor, except for accident or injury arising out of the performance of work or services that is determined to be professionally and adequately performed with the due competence and professional skill generally exercised in the Project industry and in accordance with applicable industry standards set forth in relevant laws and regulations of the Navajo Nation, the Federal Government, or the State of New Mexico."

### **C. NAVAJO NATION LAWS & REGULATIONS**

1. All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Contract awarded to the Selected Contractor and all performance under said Contract.

D. Funding grants. The Contractor shall comply with any and all applicable laws, regulations, policies, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project, or to performance under the Contract, or to any funding agreement for the Project and shall assist the RNC '638 in timely meeting all such requirements as necessary.

## **SECTION VII. RNC '638 DISCLAIMERS**

### **A. RIGHT TO CANCEL THIS RFP**

1. In accordance with the Navajo Nation Procurement Regulations, at any time prior to a final Contract Award, RNC '638 and/or Navajo Nation may cancel this RFP for any of the reasons set forth in SECTION VIII, as follows:

- a) Inadequate or ambiguous specifications were cited in the RFP Package;
- b) Specifications or descriptions for the Scope of Work have been revised;
- c) The services are no longer required;

- d) The RFP Package did not provide for consideration of all factors of cost to the RNC '638;
- e) All Proposals received indicate that the needs of the RNC '638 can be satisfied by a less expensive service differing from that described in the RFP Package;
- f) All Proposals received exceed the Maximum Feasible Price (budget), even after a reasonable negotiation process;
- g) Submitted Proposals were not the result of open competition, were collusive, contained fraudulent statements or information, contained any material misrepresentation, or were submitted in bad faith;
- h) Cancellation is in the best interest of the RNC '638 or Navajo Nation;
- i) A determination to cancel this RFP shall be published in the same manner as the initial RFP advertisement, and such cancellation shall be mailed or faxed to all Parties on the Distribution List. Upon cancellation, all Proposals shall be returned to a submitting Party upon written request by such Party.

B. APPROPRIATIONS REQUIRED

- 1. No Contract Award shall be made to any Party if there are not sufficient appropriations or authorizations regarding the Project, and any awarded Contract may be terminated if such appropriations or authorizations are lacking. The determination whether sufficient appropriations or authorizations are present is at the sole discretion of the RNC '638.

C. RIGHT TO WAIVE IRREGULARITIES

- 1. RNC '638, at its discretion, may determine that any error, irregularity, or other misinformation contained in any Proposal is of a minor consequence and RNC '638 may then waive any Mandatory requirement set forth in this RFP Package, except for the Mandatory site meeting, provided that such waiver does not materially affect the objective character of the Procurement process.

D. RIGHT TO DISQUALIFY

- 1. The RNC '638 or the Navajo Nation reserves its right to Disqualify any Proposal or any Party from consideration for a Contract Award for the Project, if such Party has previously failed to satisfactorily perform any previous project or any previous contract with the RNC '638, Navajo Nation or any other governmental entity, has failed to timely submit required documents or information, or has caused the RNC '638 or Navajo Nation to incur unreasonable expense regarding the consideration of its Proposal.

E. RIGHT TO REFUSE CONTRACT

- 1. The RNC '638 reserves its right to refuse to execute a Contract for the Project if the Navajo Nation Attorney General, or his/her designee, determines in writing that any of the following has occurred prior to the RNC '638 execution of this Contract:
  - a) Lack of documents; the RNC '638 has not received all required supporting documents, or other reasonably requested information; or,
  - b) Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related pre-Procurement activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,
  - c) Ineligibility; the Contractor, or any other related person or firm, is ineligible for the awarding of this Contract, pursuant to applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,

- d) Change to Scope Of Work or other requirements; there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in this RFP Package or in any addenda; in which case additional procedures under Section VIII of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,
- e) Change to Budget/MFP; there has been a revision (whether increase or decrease) of the Maximum Feasible Price that was originally established by the RNC '638 prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,
- f) Protest filed; a protest has been timely filed in accordance with 12 N.N.C. §360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. §360(F); or,
- g) RNC '638 or Navajo Nation's interest; the Navajo Nation Attorney General, or his/her designee, determines in writing that refusal to enter into this Contract is in the best interest of the RNC '638.

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																				
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### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

<b>Sign Here</b>	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.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

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Name & Signature of Applicant

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Type or Print Name

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Signature Date