

REQUEST FOR PROPOSALS

PROPOSAL DUE DATE: September 07, 2023 (12:00 Noon MDST)

DESCRIPTION: The NAVAJO NATION
Fleet Management Department
RFP for Nationwide Fleet Fuel Card
RFP NO: REBID 23-06-3051LE

CONTACT PERSON: Raymond Holyan, Department Manager III
OR
Vivian A. Begay, Fleet Coordinator
Fleet Management Department
Division of General Services
THE NAVAJO NATION
Telephone Number: (928) 871-6425
Fax Number: (928) 871-7038

RETURN ALL RESPONSES TO:

DELIVER TO: THE NAVAJO NATION
Purchasing Services Department
1st Floor, Administration Building #1
Window Rock, Arizona 86515
ATTN: Lorita Etcitty, Buyer
RFP NO: REBID 23-06-3051LE

OR

MAIL TO: THE NAVAJO NATION
Purchasing Services Department
Post Office Box 9000
Window Rock, Arizona 86515
ATTN: Lorita Etcitty, Buyer
RFP NO: REBID 23-06-3051LE

Please submit three (3) Copies of your Proposal

I. INTRODUCTION

The introductory section of this Request for Proposal (RFP) describes the purpose for this RFP, present relevant information, identifies the procurement manager, and outlines the scope of work for the proposed project.

A. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Fleet Management Department of the **NAVAJO NATION** is seeking interested parties with information to enable them to prepare and submit a proposal for nationwide fleet fuel card services.

B. PROCUREMENT MANAGER

The **NAVAJO NATION** has designated a Procurement Buyer who is responsible for the conduct of this procurement and whose name, address and telephone are listed below.

Lorita Etcitty, Buyer
Purchasing Services Department
Office of the controller
P.O. Box 9000
Window Rock, Arizona 86515
Phone: (928) 871-6317
Fax: (928) 871-7778

The proposal responding to this RFP is to be delivered to the Procurement Buyer. Any inquiries regarding specifications should be brought to the attention of Mr. Raymond Holyan or Ms. Vivian A. Begay as listed on the cover sheet of the RFP. Offertory may contact only the Procurement Buyer regarding this procurement.

C. SCOPE OF WORK:

The Navajo Nation government presently has 1,600 vehicles in Fleet Management's oversight and operation, with approximately \$2.5 million in annual fuel purchases. Vehicles are assigned to various government programs and departments to provide direct support services. Fleet Management does have an internal fuel card system for use at five (5) regional locations within the Navajo Nation, but desires an additional universal nationwide fleet fuel card to be used at local fuel stations or when traveling to distant cities in other states at points of service location in each state.

All fuel purchases are federal tax exempt. The proposed fleet fuel card should have secure access for each vehicle operator, fuel usage data availability, and national acceptance at major retail fuel stations. The fuel card should have Fleet Management authorization to access up to minute data, inquires on vehicles, customized spending limits, electronic reporting, billing, data and production of hard copy reporting. Fleet Management anticipates approximately 1,600 fuel cards will be needed. The vehicles are used primarily in the state of Arizona, New Mexico, Colorado and Utah, and occasionally will be driven to other western states. The cost for this service should include fee for services, card charges, monthly billing reports, training, card renewal, spending limits, and credit limit agreed upon.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section contains the procurement schedule, an explanation of procurement events, and the general requirements governing this procurement.

A. SEQUENCE OF EVENT:

<u>Action</u>	<u>Date</u>
1. Issue RFP	August 22, 2023
2. Proposal Due Date (12:00 noon) MDT	September 7, 2023
3. Bid opening will be conducted at 1:30 p.m., MDT	September 14, 2023
4. Proposal Evaluation and Selection	September 14, 2023
5. Expected award date	September 21, 2023

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A above.

1. Issue RFP
 This RFP is being issued by the Fleet Management Department of the Navajo Nation on August 22, 2023

2. Proposed Due Date

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT BUYER NO LATER THAN 12:00 NOON, MOUNTAIN DAYLIGHT TIME, AUGUST 25, 2023.

Proposals received after this deadline will not be accepted.

Proposal must be addressed and delivered Purchasing Services at the address listed in Section I Paragraph B, of this RFP. Proposals must be labeled on the outside of the package to clearly indicated the RFP number along with the respondent's name and address. Proposals submitted by facsimile will not be accepted

3. Vendor Selections

The evaluation committee will select and Fleet Management will notify the preferred vendor. The preferred vendor will be offered a contract to complete the proposed work.

The Fleet Management Department reserves the right to reject all of the proposals if he/she, in his/her sole discretion determines that none of the offertory meets the current and/or long term needs of the Fleet Management. The award of a contract shall be made to the offertory whose proposal is most advantageous to the Navajo Nation.

4. Expected Start Date

The successful offertory is expected to begin making the necessary arrangements to work with Fleet Management Department upon receipt of the Contract Services Agreement.

5. Contract Term

The contract will be for multiple years and shall be effective on date of award and shall run initially for five years with options by mutual agreement of the Navajo Nation and Contractor to renew for and additional five-year period.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Navajo Nation Purchasing Service Department's procurement regulations.

1. Acceptance of Conditions Governing the Procurement

Offertory must indicate their acceptance of the conditions governing this procurement in the letter of transmittal.

2. **Incurring Cost**

Any cost incurring by the offertory in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offertory.

3. **Amended Proposal**

An offertory may submit an amended proposal before the deadline for receipts of proposal. Such amended proposal must be completely replaced for the previously submitted proposal and must be clearly identified as such in the transmittal letter.

4. **Offertory's Right to Withdraw Proposal**

Offertory will be allowed to withdraw their proposal at any time prior to the deadline for receipt of proposal. The offertory must submit a written withdrawal request addressed to the Procurement Buyer.

5. **Proposal Offer Firm**

Reponses to this RFP including the proposal prices will be considered as commitment for 30 days after the date for receipt of the proposal

6. **Proprietary Information**

Any restrictions on any data included in any proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchases. Each and every page of the proprietary material must be labeled or identified with the word "Proprietary".

7. **Disclosure of Proposal Contents**

The proposal will be kept confidential until the contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential.

8. **No Obligation**

This procurement does not obligate the Navajo Nation on any matter of any of its agencies to the eventual Rental, Lease, Purchase, etc., of any equipment, software or services offered until a valid written contract is approved.

9. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when Fleet Management Department determines that such action is in the best interest of the Navajo Nation.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP is contingent upon the appropriation of funds by the Navajo Nation Council. A contract award may be terminated or reduced if scope of sufficient appropriation does not exist. Such termination will be notified by written notice to the offertory. Fleet Management's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The general requirements contained in the RFP must be agreed to by all offertories. Any offertory concerns must be promptly brought to attention of Fleet Management Department.

12. Governing Law

This procurement and any agreement with offertory that may result shall be governed by the laws of the Navajo Nation.

13. Contract Terms and Conditions

The contract services between the Navajo Nation and the contractor will allow the standard contract format of the Navajo Nation. However, Fleet Management reserves the right to negotiate with the successful offertory's provisions in addition to those contained in this RFP.

The contents of the proposal of the successful bidder will become contractual obligations if a contract award is made. Failure of the successful bidder to accept these obligations may result in cancellation of the award

Should an offertory object to any of the Navajo Nation's terms and conditions, as contained in this section of the RFP or in the standard contract, that offertory must specifically identify objectionable terms and conditions and propose exact alternative language in their response

14. **Offertory's Term and Conditions.**

Offertory must submit a "SAMPLE" of entity standard service agreement with the proposal and a complete set of any additional terms and conditions they expect to have included in a contract negotiation with the Navajo Nation.

15. **Right to Waive Minor Irregularities**

The evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the evaluation committee.

16. **Ownership of Proposals**

All documents submitted in response to this RFP shall become the property of the Navajo Nation and will not be returned to the bidder. Responses received will be retained by Fleet Management Department and may be reviewed by any person after final selection has been made, subject to the rules of confidentiality described above.

III. RESPONSE FORMAT AND ORGANIZATION

This section of the RFP specifies the number of proposal copies required, the format and organization of the proposal.

A. NUMBER OF COPIES

Offertory shall provide three (3) identical copies of their proposal to the location specified for the submission of proposals in Section I, Paragraph B, on or before the closing date and time for receipt of proposal.

B. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain as minimum all list items in the sequence indicated.

- a. Table of Contents
- b. Response to the Scope of Work
- c. Cost Proposal
- d. Response to Navajo Nation Terms and Conditions
- e. Offertory's Additional Terms and Conditions
- f. Appendix

Within each section of the proposal, offertory should release the items in the order in which they appear in the RFP. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offertory may attach other materials which they feel may improve the quality of their response. However, the material should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal must:

1. Identify the submitting organization;
2. Identify the name and title of the person authorized to contractually obligate the organization;
3. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, title and telephone numbers of person to be contacted for clarification;
5. Explicitly indicate acceptance of the Condition Governing this Procurement;
6. Be signed by the person authorized to contractually obligate the organization; and

7. Acknowledge receipt of any and all amendments to the RFP.

IV. EVALUATION

A proposal evaluation committee will judge the proposals received in accordance with the scoring methodology described below. The evaluation committee may request oral presentation from bidders. Offertory should be prepared to provide any additional information the evaluation committee feels is necessary for the evaluation of proposals.

Failure of an offertory to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the offertory to the execution of a contract.

The sole objective of the evaluation committee will be to select the offertory that is most responsive to the needs of the Navajo Nation. The specifications in the RFP represent the MINIMUM performance necessary for a response.

A. EVALUATION PROCESS

The following steps will be observed in the evaluation of offertory proposal:

1. Fleet Management will appoint an evaluation review committee;
2. The evaluation committee will review all proposals received, determined if the mandatory specifications have been met, and if so, score the proposal in accordance with the predefined scoring methodology;
3. Composite scores will be reviewing all proposals received, determine if the mandatory specifications have been met: and if so, score the proposal in accordance with the predefined scoring methodology.
4. Offertory will be ranked by composite score; and
5. The preferred vendor will be selected

B. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offertory proposals.

<u>Specification</u>	<u>Points</u>
1. Response to the scope of work	0-30
2. Reporting (Level I, II, III)	0-25
3. Cost of services	0-20
4. Customer Service Support	0-20
5. References	<u>0-05</u>
Total:	100

C. EVALUATION FACTORS

The award will be awarded to the highest scoring responsive and responsible offeror.

1. Response to the scope of work (0-30 points)

Provide detailed information about the refueling sites available to drivers of Fleet and department owned vehicles. Provide the number of locations accepting each card transaction and capturing the complete details of fuel purchases.

2. Reporting (Level I, II, III) (0-25 points)

Provide a sample of your organizations monthly report.

3. Cost of services (0-20 points)

The proposing vendor should identify the expected cost (set-up, fixed, variable and etc.) on producing fuel card and services. Identify the billing report option as available in hard-copy, USB, and on-line customer access system. Identify charges on card and card replacement fees.

4. Customer Service Support (0-20 points)

Client service support is important during the initial card system set-up. What is the availability of assistance and support with refueling questions, concerns, lost or stolen cards and other issues.

5. References (0-05 points)

Organizational references.

V. **SPECIFICATIONS**

See the following attachment for specifications information (none)

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