

**REQUEST FOR PROPOSAL
NAVAJO POLICE DEPARTMENT
AMMUNITION PURCHASE**

BID NUMBER. 18-10-1947-VJ

I. PURPOSE OF REQUEST.

The Navajo Police Department (NPD) of the Navajo Nation desires to secure ammunition for training, qualification and duty use as a bulk purchase for our commissioned personnel.

II. TIME SCHEDULE.

It is the NPD's intent to follow this process and timetable, resulting in the selection of a vendor. At the NPD's discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

NPD issues RFP.	November 2, 2018
Deadline for Submittal of Proposals by 12:00 PM.	December 12, 2018
Evaluation of submitted proposals	December 12, 2018
Notice of conditional selection and initiate award process	December 17, 2018
Award by the Navajo Nation (tentative date)	February 4, 2019

III. INSTRUCTION FOR PROPOSERS.

A. All proposals* must be addressed to:

Delivery: Victor Joe, Buyer
Purchasing Service Department
Admin Building One
Window Rock Boulevard
Window Rock, Arizona 86515

Mailing: Victor Joe, Buyer
Purchasing Service Department
Post Office Box 9000
Window Rock, Arizona 86515

*Note this delivery and address surname is limited only to the proposal delivery and mailing.

- B. Any questions or inquiries regarding the scope of purchase should be brought to the attention of

Emmett Yazzie, Police Training Commander
Navajo Police Training Academy
Navajo Police Department
928-674-2526
e.yazzie@navajo-nsn.gov

- C. All proposals must be in a sealed envelope and clearly marked "**NPD AMMUNITION PURCHASE. 18-10-1947-VJ**". The name and address of the proposing vendor must be shown on the face of the envelope.
- D. All proposals must be received by 12:00pm on Wednesday, December 12, 2018. Proposals will not be accepted after this deadline. Two (2) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.
- E. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- F. The NPD will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- G. Proposal Submittal must include:
1. Description of the proposers' experience and capabilities in delivering the requested goods to government and law enforcement agencies.
 2. Proposer must include in their RFP a list of three (3) organizations, including points of contact, that can be used as references. Selected organizations may be contacted to determine the quality of goods provided.
 3. Provide insight describing the education and work experience for the key staff who would be assigned to provide the requested goods to the NPD. Please include specialization of the key staff; any honors and professional affiliations; years of practice in the specialization; public sector experience; knowledge of and experience with criminal justice organizations and law; experience

and specific results of prior assessments; knowledge and practice of police operations; experience in the area of personnel, policies, procedures, operating analysis, patrol and other related law enforcement functions; experience with medium sized law enforcement organizations and operations.

4. Identify from what location the proposer will provide the identified goods to the NPD.
5. Describe systems and mechanisms that would be established for status reporting during the project.
6. Define the process and timeline you anticipate for delivery of the identified goods.
7. Proposer shall acknowledge the purchase will be made using a Navajo Nation Purchase Order.
8. A completed W-9 Form (Exhibit B)
9. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)

IV. SELECTION CRITERIA.

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

- A. Compliance with RFP requirements.
- B. Understanding of the goods to be purchased and adherence to fulfilling mandatory specification requirement.
- C. Experience in conducting similar scope, complexity and magnitude for other police agencies, with a preference for experience with similarly sized police agencies.
- D. Capacity and ability to complete the project in a timely manner.
- E. Educational background, work experience and any directly related experience with fulfilling an ammunition order of this size.
- F. Price.
- G. References.

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

V. SCOPE OF PURCHASE.

The scope of purchase to be covered are attached herein as Exhibit A.

VI. TERMS AND CONDITIONS.

- A. The NPD reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The NPD reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NPD's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NPD reserves the right to use any non-proprietary information. No basis for claims against the NPD shall arise as a result of a response to this RFP or from the NPD's use of such information.
- D. The NPD reserves the right to award all or a portion of the required goods to more than one qualified proposer at the NPD's sole discretion.
- E. The contract resulting from acceptance of a proposal by the NPD shall be in a form supplied or approved by the NPD and shall reflect the specifications in this RFP. The Purchase Order Terms and Conditions is attached.
- F. After preliminary selection and prior to contract award, the NPD will meet with the Proposer to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- G. The NPD shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this RFP.
- H. Nothing in the RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
- I. The Navajo Nation is a sovereign government and all contracts entered

into as a result of the RFP shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules and regulations.

VII. COMPENSATION

- A. Present detailed information for the identified goods, inclusive of Navajo Nation sales tax (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this goods purchase.
- B. In the event you have specific questions regarding the applicability of this tax, please contact the Office of the Navajo Tax Commission, Compliance Department at 928-871-6681.
- C. Payment by the NPD for the identified goods will only be made after the identified goods have been delivered and accepted by authorized NPD representatives. The NPD requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the NPD to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the NPD as described in Exhibit A.

VIII. LICENSE REQUIREMENT

- A. The Navajo Nation requires the successful proposer, at its sole expense, to procure and maintain adequate and sufficient insurance for all potential liability, such as commercial general liability, automobile liability, worker's compensation, professional liability errors and omissions liability, etc.

EXHIBIT A

SCOPE OF PURCHASE

The Navajo Police Department is requesting proposals on the following for purchase using a Navajo Nation Purchase Order. Please review the *Purchase Order Terms and Conditions* which are attached. Please include the shipping as a separate line item.

This ammunition will be used by the Navajo Police Department for training, qualification and duty use.

Quantity	UNIT	Description / Specification
1. 51	CS/1000	HANDGUN DUTY SPEER GOLDDOT 40 S&W 180 GR G.D.H.P. MANDATORY SPECIFICATION. NO SUBSTITUTIONS OR REPLACEMENTS
2. 57	CS/1000	HANDGUN PRACTICE 40 S&W 180 GR TMJ or FMJ Nickle, brass, or aluminum casing
3. 56	CS/500	RIFLE DUTY HORNADY TAP BARRIER 55 GR – GMX: Tap Barrier Round MANDATORY SPECIFICATION. NO SUBSTITUTIONS OR EQUIVALENT
4. 352	CS/500	RIFLE PRACTICE 55 GR TMJ or FMJ Duty Equivalent Nickle or brass casing
5. 169	CS/250	SHOTGUN Rifled Slug 12GA 1oz Tactical Slug, (Reduced Recoil)
6. 188	CS/250	SHOTGUN Tactical 12GA 00BUCK 9PLT, (Reduced Recoil)
7. 70	CS/250	SHOTGUN 12GA 2 3/4" Bird Shot
8. 46	CS/500	TRAINING AMMUNITION 9MM Marking Cartridges, Red Must feed through a 17T pistol feed through
9. 46	CS/500	TRAINING AMMUNITION 9MM Marking Cartridges, Blue Must feed through a 17T pistol feed through

<u>Quantity</u>	<u>UNIT</u>	<u>Description / Specification</u>
10. ONE	EA	Drop shipment. Navajo Police Department HQ, Property Warehouse #1, Navajo Route 12, Building 2639, Fort Defiance, Arizona 86504 This is NOT the billing address. Only the shipping address. Billing is the address below.
11. ONE	EA	6% Navajo Nation Sales Tax

The NPD would like the proposal to reflect the Quantity, Unit, Product Code, Description / Specification, Unit Price, Extended Price, and a TOTAL price.

Please include the time frame for delivery of each line item.

The Billing address will be:

Attn: Financial Management
Office of the Chief of Police
Navajo Police Department
Post Office Box 3360
Window Rock, Arizona 86515
928-871-6363

EXHIBIT B

FORM W-9 (Rev. 11-2017)

Exhibit C

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

Name & Signature of Applicant

Type or Print Name

Signature Date

Purchase Order Terms and Conditions

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- A. **DELIVERY.** Delivery must be made within thirty (30) days from receipt of this purchase order unless otherwise specified. Time is of the essence and if goods are not delivered within the time specified, the Navajo Nation may reject such goods and cancel the order. Acceptance of later or defective deliveries shall not be deemed a waiver by the Navajo Nation of its right to cancel this order or to refuse to accept further deliveries. The purchase order number, account and project numbers must be shown on all packages, packing slips, invoices and correspondence relating to the order. **BACKORDERS WILL BE ALLOWED ONLY UPON AGREEMENT WITH THE PURCHASING DEPARTMENT.**
- B. **F.O.B POINT.** All prices offered herein are F.O.B. destination (on the Navajo Reservation) unless otherwise specified.
- C. **REQUIREMENT FOR WRITTEN PURCHASE ORDER.** Shipments will not be accepted and invoices will not be honored unless a valid purchase order in writing, has been issued to the vendor by the Purchasing Section of the Navajo Nation.
- D. **TERMS AND ACCEPTANCE.** This order becomes a contract (1) when a signed acknowledgment is received by the Navajo Nation, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when written approval is given vendor by the Navajo Nation of the price and delivery schedule of the goods as stated by vendor if vendor's written acknowledgment of this order contains either (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which the Navajo Nation's approval applies. Except as provided in the preceding sentence, a condition of this order is that any provisions printed or otherwise contained in any acknowledgment of this order, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that the vendor by such acknowledgment thereby agrees that any such provision therein or any such alteration in this order shall not constitute any part of this contract of purchase and sale. This contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.
- E. **BILLING.**
1. Submit original invoice(s) and 2 copies to the Accounts Payable Section. The Navajo Nation, P.O. Drawer 1660, Window Rock, AZ 86515. **DUPLICATE INVOICES WILL NOT BE HONORED.**
 2. Invoicing must be itemized as to items, quantities, unit prices and extended amounts.
 3. Submit a separate invoice for each purchase order. Do not combine invoicing for more than one purchase order.
 4. Invoices must be submitted immediately upon shipment.
 5. Where pricing differences or discrepancies exist between the purchase order and the invoice submitted, the purchase order will prevail. The purchaser reserves the right to accept or reject all quantities delivered not in compliance with the purchase order specifications or in excess of the quantities specified herein.
- F. **CASH DISCOUNT.** The term of any cash discount will be computed from the date of receipt and acceptance of the goods or services procured hereunder, or from the date of receipt of a correct Original invoice, whichever is later.
- G. **TAXES.** Except as may be otherwise provided in this order, the contract price includes all applicable federal, state, Indian and local taxes. In addition, the Navajo Nation claims the transaction is in any event immune from state and local sales, gross receipts, use, compensating and transaction privilege taxes under federal Indian law. Vendor expressly warrants that the contract price does include any allowance for state and local sales, gross receipts, use, compensating and transaction privilege taxes. The Navajo Nation will not reimburse or pay vendor any state and local sales, gross receipts, use, compensating and transaction privilege taxes unless the following conditions are met:
1. A governmental authority asserts a liability for such taxes against vendor has not and will not concede its liability for such taxes except as provided in Paragraph G.3(below); and
 2. The Navajo Nation at its expense is given the full opportunity to contest the liability for such taxes for and on behalf of vendor and with vendor's full cooperation; and
 3. A final determination has been made that vendor is liable for such taxes or the Navajo Nation decides it does not wish to contest vendor's liability for such taxes further.
- H. **FAIR LABOR STANDARDS ACT.** Vendor must certify that goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
- I. **NAVAJO PREFERENCE.** If this purchase order is issued to a vendor claiming preference under the Navajo Nation Business Preference Law, then acknowledgment and/or delivery against this order shall constitute certification of current compliance, on the part of the vendor, with all applicable provisions of this Law.
- J. **CHOICE OF LAW.** The laws of the Navajo Nation will govern the interpretation, construction and enforcement of this Purchase Order, including, without limitation, the Navajo Uniform Commercial Code.
- K. **CHOICE OF FORUM.** Subject to the limits of applicable law, eg., 1. Navajo Tribe Code et seq., any dispute between the parties will be resolved in the Courts of the Navajo Nation and vendor consents to in personam jurisdiction of such courts in the event of any such dispute.
- L. **INSPECTION, WARRANTY.** Goods or services delivered (whether paid for or not) are subject to inspection, testing, and approval by the Navajo Nation before acceptance. Vendor expressly warrants that all articles, materials, services and work will conform to the applicable drawings, specifications, samples or other descriptions given in all respects. Vendor further expressly warrants that the goods or services delivered hereunder will be of good quality, material and workmanship, merchantable and free from defects. The warranty shall survive any inspection, delivery, acceptance or payment by vendor of the goods or services.
- M. **OTHER** As used herein, the titles "the Navajo Tribe" and "the Navajo Nation" are synonymous.