

# REQUEST FOR PROPOSALS

**BID NUMBER:18-11-1957VJ**

- PROPOSAL DUE DATE** : December 12, 2018
- DESCRIPTION** : ***PRICE AGREEMENT FOR THE PURCHASE OF DEPARTMENT OF EMERGENCY MEDICAL SERVICE BULLET RESISTANT VESTS WITH CARRIERS***
- CONTACT PERSON** : Penny Hoskie-Johnson, Field Operations Officer  
DEPARTMENT OF EMERGENCY MEDICAL SERVICE  
DIVISION OF PUBLIC SAFETY  
TELEPHONE NO. (505) 696-5459
- Katrina Tsosie  
DEPARTMENT OF EMERGENCY MEDICAL SERVICE  
DIVISION OF PUBLIC SAFETY  
TELEPHONE NO. (928) 871-6792
- RETURN ALL RESPONSES TO** : THE NAVAJO NATION PURCHASING SERVICES DEPARTMENT
- DELIVER TO** : THE NAVAJO NATION  
PURCHASING SERVICES DEPARTMENT  
1<sup>st</sup> FLOOR, ADMINISTRATION BUILDING #1  
WINDOW ROCK, ARIZONA 86515  
ATTN: Victor Joe  
TELEPHONE NO. (928) 871-6316
- MAIL TO** : THE NAVAJO NATION  
PURCHASING SERVICE DEPARTMENT  
POST OFFICE BOX 3150  
WINDOW ROCK, ARIZONA 86515  
ATTN: Victor Joe  
TELEPHONE NO. (928) 871-6316

## SECTION I

### INFORMATION ONLY NO RESPONSE TO THIS SECTION IS REQUIRED

**A. ISSUING OFFICE:** *This request for Proposals (RFP) is issued by the Purchasing Services Department of the Navajo Nation, P.O. Box 9000, Window Rock, Arizona. The Procurement Manager for this RFP is Victor Joe.*

**B. PURPOSE:** *This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposals for consideration.*

**C. SCOPE:** *This RFP contains the instructions governing the proposals to be submitted and material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.*

**D. SCHEDULE OF ACTIVITIES:**

**DEADLINE:**

1. *Prospective respondents inquire deadline.  
(No questions accepted after this date) Inquiries  
and questions will be answered prior to this  
date. Questions may be verbal or in writing.*

**5:00 pm DST December 10, 2018**

2. *Due date for proposals*

**5:00 pm DST December 12, 2018**

**E. INQUIRIES:** *Prospective respondents may make telephone or written inquiries concerning this RFP to obtain clarification of requirements. Clarifications and questions must be addressed to the Navajo Nation in sufficient time to provide a written response to all prospective bidders. No inquiries will be accepted after the inquiry deadline listed in Section D. Mailed inquiries are to be addressed to:*

**THE NAVAJO NATION  
PURCHASING SERVICES DEPARTMENT  
POST OFFICE BOX 3150  
WINDOW ROCK, ARIZONA 86515  
ATTN: Victor Joe  
TELEPHONE NO. (928) 871-6316**

**F. ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.

**G. PROPOSALS SUBMISSION:** Bidders are to visibly mark their status as a vendor certified under the Navajo Nation's Business Opportunity Act on the outside of the bid package, including their Priority ranking. It is the responsibility of the bidder to identify themselves as certified under the Navajo Nation Business Opportunity Act. Bidders who are mailing their proposals should allow sufficient time for mail delivery to insure receipt by the time specified. It is recommended they be sent by certified mail to the address indicated on the cover sheet of this RFP.

- H. TWO (2) COPIES OF PROPOSALS ARE REQUIRED:** (including the original) and should be delivered in a sealed envelope including the name and address of the individual or firm submitting the proposal.
- I. LATE RECEIPT OF PROPOSALS:** Late proposals will not be accepted. It is the responsibility of the bidder to ensure the proposal arrives in the Purchasing Services Department prior to the date and time specified.
- J. REJECTION OF PROPOSALS:** The Purchasing Services Department reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- K. PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each and every page of the proprietary material must be labeled or identified with the word "proprietary".
- L. RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become the property of the Navajo Nation and will not be returned to the bidder. Responses received will be retained in file and may be reviewed by any person after final selection has been made, subject to Paragraph K above. The Purchasing Services Department has the right to use any or all system ideas presented in reply to this RFP, subject to limitations outlined in paragraph K above. Disqualification or nonselection of a bidder or bid does not eliminate this right.
- M. INCURRING COSTS:** The Vendor agrees that The Navajo Nation Purchasing Department and The Department of Emergency Medical Service shall not be held liable for any costs incurred in preparation of this bid.
- N. ACCEPTANCE OF PROPOSAL CONTENT:** The contents of the proposal of the successful bidder will become contractual obligations if acquisition action ensues. Failure of the successful bidder to accept these obligations in a purchase agreement, purchase order, delivery order or similar acquisition instrument may result in cancellation of the award and such bidder may be removed from future solicitations. The Navajo Nation Purchasing Services Department reserves the right to pursue appropriate legal action in the above set of circumstances.
- O. ACCEPTANCE TIME:** The Navajo Nation Purchasing Services Department and The Department of Emergency Medical Service intends to make a vendor selection within (4) calendar days after the closing date for receipt of proposals.
- P. AWARD OF BID:** Upon selection, a contract document will be prepared to the consultant and the proposal submitted by the contractor will become the contract.
- Q. JOINT PROPOSALS:** Nothing in this RFP shall be construed to prohibit vendors from entering into a consortium for the purpose of offering a proposal in response to this RFP. Parties to a consortium will not be permitted independent, individual proposals in response to this RFP.
- R. EVALUATION PROCEDURES AND CRITERIA:**

1. General Procedures:

- a. An ad hoc committee will judge the merit proposals received in accordance with the general criteria defined herein.
- b. Failure of a bidder to provide any information requested in this 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 offer or to the execution of the proposal.
- c. The sole objective of the ad hoc committee will be to select the bidder whose proposal is most responsive to the Navajo Nation Purchasing Services Department and The Department of Emergency Medical Service. The specifications within this RFP represent the minimum performance necessary for response.

## 2. Criteria

- a. Most responsive to Request for Proposals.
- b. Providing Procuring Party with a reasonable price for such goods.
- c. Goods delivered to the specified location by the specified date.
- d. The seller shall provide a site manager or other key personnel experienced in uniform supplies. The site manager shall have at least five years' experience and other key personnel shall have three years' experience.
- e. The seller shall provide at least eight (8) hours of service compatible with the Department's statutory working hours, 8:00 AM to 5:00 PM (Mountain Time), Monday through Friday.
- f. The seller shall provide a toll-free phone number to the Navajo Nation to conduct business.

**S. STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to this RFP. The Navajo Nation is not bound to enter into a contract under the Invitation for bids and may issue a subsequent invitation for bids for the same goods.

**T. RETURN OF PROPOSALS:** The Navajo Nation has no obligation to return any proposal received in response to this RFP.

**U. GOVERNING LAW:** This procurement and any agreement with offers that may result shall be governed by the laws of the Navajo Nation.

**V. INSPECTION:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection

**W. ITEM/EQUIPMENT CONDITION:** All bid items are to be new and of the most current production, unless otherwise specified.

**X. BEST PRICING CONDITION:** The bid award does not preclude price changes if deemed beneficial to the Navajo Nation. In recognition of market price fluctuation, Vendor agrees to provide bid items at best possible price to The Navajo Nation including any available discounts or special pricing that applies. Bid prices reflect the upper limit that applies. Bid prices reflect the upper limit that may be charged for any particular item.

**Y. SAMPLES:** Unless otherwise indicated in the bid specifications, samples of the items-when required- shall be furnished free of expense to the Navajo Nation Emergency Medical Service prior to the time set for the opening of bids. Samples not destroyed or mutilated in testing will be returned upon request by mail-express or freight-COLLECT. Each sample must be labeled to clearly show the bid number, item number and bidders name-regardless of any attempt by bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

**Z. SPECIAL INSTRUCTIONS:**

- A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid. The Bid shall be stated in both numerals and written words. In case of discrepancies, the amount in written words shall govern.
- B. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmittal must also be prior to scheduled bid opening for consideration.
- C. After bid opening, no modifications on bid prices or other provisions shall be permitted. A low bidder alleging a material mistake of fact-after bids have been opened-may be permitted to withdraw the bid upon written request prior to award at the discretion of the Navajo Nation Procurement Administrator. Bidders shall hold their bid pricing for sixty (60) days after bid opening.
- D. SPECIFICATIONS "No Substitute" specifications may be authorized.
- E. CONTRACT TERMS: Any contract/price agreement awarded as a result of this solicitation is subject to termination for non-funding.

**SECTION II**  
**BACKGROUND**

**A. SCOPE OF CONTRACT**

- 1. The Navajo Nation proposes to enter into one exclusive contract with an authorized vendor to purchase new one hundred sixty five (165) bullet resistant vests and 73 OCS-Overt Carrier System LAPD Navy color. The contract, if any, made pursuant to this RFP shall apply to the Division of Public Safety, Department of Emergency Medical Services of the Navajo Nation.
- B. Bidder requirement: All bidders must have as a minimum or greater the capabilities listed herein and the bid proposal submitted must reflect in detail the inclusion of service providers as well as the degree of expertise in utilizing these capabilities.
  - 1. The successful bidder shall be equipped with all necessary supplies necessary to conduct operations to fulfill the contract requirements.

2. The seller shall provide at least eight (8) hours of service 8:00 AM to 5:00 PM (Mountain Time), Monday through Friday.
3. The seller shall provide a toll-free phone number to the Navajo Nation to conduct business.
4. The seller shall provide a site manager or other key personnel experienced in uniform supplies. The site manager shall have at least five years' experience and other key personnel shall have three years' experience.

### **SECTION III** **SCOPE OF WORK**

#### **A. GOODS TO BE PROVIDED BY THE SELLER**

1. Policy: It is the Navajo Nation Purchasing Services Department's Policy to obtain, in all cases and without exception, the lowest possible bid for bullet resistant vests, carriers, and panels.
2. UNIFORMS: Bidders must respond to each of the minimum requirements below and may offer enhancements:
  - a. The contractor shall provide bullet resistant vests with carriers as specified in UNIFORM BID SPECIFICATIONS FOR NAVAJO NATION EMS.

#### **B. BILLING AND PAYMENT**

1. Compensation: Reimbursement by the Navajo Nation to the contractor for goods provided under this contract will be limited to the actual scope of work.
  - a. The contractor shall remit refunds to the Navajo Nation within ten (10) days after completion for goods not rendered. Under no circumstances shall the contractor provide the Department or any Navajo Nation Employee a cash refund on goods not rendered under this contract.

#### **C. PAYMENT**

Payments under this contract will be done in the following manner. 100% upon completion of order will be paid upon inspection & acceptance by the Department of Emergency Medical Services.

### **UNIFORM BID SPECIFICATIONS FOR NAVAJO NATION EMS**

It is the intent of these specifications to describe the minimum requirements for Emergency Medical Service bullet resistant vests with carriers to be used by The Navajo Nation

Any omission from the specification shall not relieve bidders from the responsibility of furnishing uniform supplies equipment for the intended purpose.

*The entire scope of specifications shall be strictly adhered to. Any deviations from specifications MUST be listed and thoroughly explained; which becomes a part of the final contract.*

Please answer each question by marking Yes or No. Any question answered No must be explained on the exception sheet.

## **BULLET RESISTANT VEST SPECIFICATION**

### **1.0 MINIMUM REQUIREMENTS:**

The requirements in this specification describe *minimum* acceptable standards for concealable body armor for Navajo Nation Emergency Medical Services. The intent is to purchase state-of-the-art concealable body armor with optimum protection with a high degree of wearability. All bidders shall adhere strictly to the requirements stated herein. Compliance, warranties, and/or deviations from this specification are to be noted; a complete justification for any and all deviations is to be furnished in a separate document "*Deviations from Specifications*" and submitted with the bid package. Only products of manufacturers that meet or exceed these specifications will be considered. ***This Agency reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid.***

**1.1 GENERAL QUALITY REQUIREMENTS:** All materials are to be clean, brand new and free of any defects. All workmanship is to be of first quality. No defect that may affect the performance, wearability, or durability of the vest will be tolerated. NNEMS shall have the sole right to determine if this and all other requirements have been met.

### **2.0 DESIGN REQUIREMENTS:**

The concealable soft body armor described herein is intended for primary use as an undergarment—worn covertly under a uniform or other type of shirt. The ballistic vest shall consist of two primary components—the BALLISTIC PANELS, which consist of the ballistic panels enclosed by a protective, WATERPROOF BALLISTIC PANEL COVER and the BALLISTIC VEST CARRIER or "outer shell".

**2.1 GENERAL DESIGN and USER COVERAGE:** The soft body armor must provide maximum practical protective coverage for male and female personnel for everyday wear. However, it must not bind or restrict user mobility or wearability. The intent is to provide full wrap or overlap protection of the torso—coverage is to be the maximum available consistent with wearability needs. This is defined as a vest with "full wrap" side panels that "butt fit" at the sides, with no more than 1" gap or overlap design in which the side panels overlap for the highest degree of coverage. Suitable relief of 1"-2" should be allowed between the bottom edge of the vest and the duty belt while standing so that no binding occurs when the officer is in a sitting position. Ample relief must be provided in the armpit region for maximum mobility and a 2"-3" scoop neck must be provided to maintain concealability and prevent the armor from showing when worn under a shirt with an open collar.

### **3.0 BALLISTIC PANELS:**

The model specified by Navajo Nation Emergency Medical Services is the *Armor Express RAZOR IIIA*. (No substitutions.) The ballistic panel properties described herein provide the acceptable standards required by this Agency. Specified thickness, flexibility, weight and fit requirements are

intended to maximize everyday wear. Any deviation from the specifications shown herein may be cause for rejection.

**3.1 NIJ CERTIFICATION:** Each vest Model must have been tested and certified to comply with the latest requirements of the voluntary National Institute of Justice **NIJ-STD 0101.06 Standard.**

**3.2 BALLISTIC MATERIAL:** The ballistic materials used to manufacture these vests must be a combination of **Twaron® Flex Woven Aramid & Dyneema® UHMWPE**

**3.3 BALLISTIC PANEL PROPERTIES:**

Threat Level	Maximum Areal Density	Maximum Thickness
<u>Male</u> IIIA	<i>Lbs/ft<sup>2</sup></i> .93	<i>Inches</i> .21
<u>Female</u> IIIA	<i>Lbs/ft<sup>2</sup></i> .97	<i>Inches</i> .23

One Design is to be Gender Neutral – for male and one design to be Female Structured for females. The Female Structured design shall be a companion model of the Gender Neutral Design with the same name, performance criteria and comfort characteristics.

**3.4 V-50 BALLISTIC LIMIT TEST:**

Threat Level	NIJ Test Ammo	Average V50 Male
IIIA	.357 Sig 125/ FMJ FN	1,908 ft/s
IIIA	.44 Mag 240/SJHP	1,746 ft/s

**3.5 BACKFACE SIGNATURE:**

The average Backface Deformation is to be no greater than the following on the NIJ Certification tests:

Threat Level	NIJ Test Ammo	Avg. Backface Deformation Male
IIIA	.357 Sig	30.2 mm
IIIA	.44 Mag	39.5 mm

**3.6 BALLISTIC PANEL COVER:**

Each ballistic panel shall be permanently covered and SONIC SEAM SEALED (Sono-Bond Method) in a Waterproof Ripstop Nylon pad cover. This cover must make the ballistic panel completely WATERPROOF protected.

**3.7 BALLISTIC PANEL LABELS:**

- Panel labels will comply with the latest NIJ 0101.06 standard.



- Each ballistic panel will contain an additional “Body Side” label measuring approximately 2 ¾” x 1”, also containing the words “Wear this Side Facing the Body!”

### 3.8 BALLISTIC PANEL HIDDEN SERIAL NUMBER:

Each ballistic vest also must contain a concealed label inside the ballistic panel to enable tracing of the panel by serial and lot numbers.

## 4.0 BALLISTIC VEST CARRIER:

Each vest shall be supplied with **one (1) REVOLUTION** carrier in navy color.

- 4.5 Each outer carrier fabric will be made from lightweight Microfiber with State-of-the-art anti-microbial, odor inhibiting and moisture-wicking fabric inner lining.
- 4.6 Each carrier will contain a double plate pocket on the front to hold a 7” x 10” plate or soft pac.
- 4.7 Each carrier will have multiple points of adjustment with Removable 4” wide Adjustable Side @ closures.
- 4.8 Straps must contain Easy-Grip Side Strap™ releases and be constructed in way to allow ease of removing and separating the hook and pile/loop from the vest with a single digit.
- 4.9 Contoured strapping system
- 4.10 *Breathe-O-Prene*® padded shoulders for added comfort
- 4.11 Ballistic panels will be inserted through a concealed zippered bottom closure.
- 4.12 Each carrier will have a special “wearstrip” feature, which creates greater durability and longer lasting carriers.
- 4.13 Each carrier will have an interior *Suspension System* to stabilize the ballistic pad
- 4.14 Tapered Lower Front corners for better, more comfortable fit
- 4.15 Available in both male and female design. Female carrier in *Princess Cut* to form armor to the female figure
- 4.16 OCS – Overt Carrier System vest for an external load-bearing ballistic jacket. Made from heavy duty quiet fabric. With velcro “NAVAJO EMS” printed identifier
- 4.17 Tails are to be optional at no additional cost.
- 4.18 “Blood/ID” Information Strip, approximately 1¼” x 5” to adhere with Velcro® on the front pocket of the carrier.
- 4.19 Each carrier will have the option of a pocket in the middle of the back to hold a 7” x 10” soft pac or plate insert.

## 5.0 **BALLISTIC PLATES AND PACS:**

- 5.1 A 7” x 10” plate/pac to be inserted into the front of the carrier in the following model: Semi-Rigid *Ara-Shock ICW* Armor plate made from flex woven Aramid fiber in a Foam Encapsulated cover. 7x10 weighs .45 lbs. Tested to level IIIA in conjunction with NIJ Level II soft armor.
- 5.2 A 7” x 10” *Enhancement Pac* insert for the optional back pocket on the carrier to reduce trauma over the spine area. Made from Aramid fabric and covered in Ripstop nylon fabric. The 7 x 10” pac weighs just .31 lbs.
- 5.5 92 each of The Armor Express Razor ballistic panels must be sized to fit in a Galls Model #BP964 NAVY Galls SE Series III A external carrier. Sizes of the carriers will be provided to ensure the best fit for the end user and to ensure proper fit of the ballistic panels.

**6.0 WARRANTY:**

6.5 Each ballistic panel, assuming normal use and lack of abuse, shall be warranted to be free of defects in material and workmanship for AT LEAST 5 YEARS from date of purchase.

6.2 Each vest carrier shall be warranted to be free of defects in material and workmanship for 18 MONTHS from date of purchase.

**7.0 PRODUCT LIABILITY INSURANCE:**

The manufacturer shall carry a minimum of \$20 million in product liability insurance on the ballistic panels.

**8.0 QUALITY CONTROL PROGRAM:**

Manufacturer shall be currently registered to ISO 9001:2008

Manufacture shall be currently registered to ISO BA 2000:2012 Body Armor

**9.0 CUSTOM FIT:**

9.1 Each vest shall be custom fit and made to measurements taken by factory trained personnel.

9.2 The fit is guaranteed. If personnel is not satisfied, the vest may be altered within the first 30 days. If the vest is unworn, it may be exchanged.

9.3 All fittings will be performed at the NNEMS offices and may be scheduled in the representative's store by NNEMS.

**10 PACKAGING & DELIVERY SCHEDULE:**

10.1 Each vest must be packaged & shipped consistent with good commercial practices.

10.2 Each vest shall be packaged in an individual plastic bag and placed in a suitable cardboard box for standard shipping with other vests where applicable.

10.3 DELIVERY SCHEDULE: Products must be delivered within 60 days of receipt of purchase order.



