

**REQUEST FOR PROPOSAL
NAVAJO POLICE DEPARTMENT
SOFT ARMOR BALLISTIC VESTS**

RE-BID NUMBER. 23-04-3018KS

I. PURPOSE OF REQUEST.

The Navajo Police Department (NPD) is requesting proposals to secure male and structured female Level 3A, NIJ-06 Standard compliant concealable bullet resistant vests. The selection will be based on overall price, services, performance and reliability of the proposers. The NPD's needs are outlined in the following Request for Proposal ("RFP").

II. TIME SCHEDULE.

It is the NPD's intent to follow the following 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. | July 7, 2023 |
| Deadline for Submittal of Proposals by 12:00 PM. | July 21, 2023 |
| Evaluation of submitted proposals | July 26, 2023 |
| Notice of conditional selection and initiate award process | July 26, 2023 |
| Award by the Navajo Nation (tentative date) | August 31, 2023 |

III. INSTRUCTION FOR PROPOSERS.

A. All proposals* must be addressed to:

Delivery: Kimberly Slim, Buyer
Purchasing Service Department
Admin Building One
Window Rock Boulevard
Window Rock, Arizona 86515

Mailing: Kimberly Slim, Buyer
Purchasing Service Department
Post Office Box 3150
Window Rock, Arizona 86515

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

B. All proposals must be in a sealed envelope and clearly marked "**NPD**

SOFT VESTS 23-04-3018KS”. The name and address of the proposing vendor must be shown on the face of the envelope.

- C. Any questions or inquiries regarding the scope of work should be brought to the attention of

Emmett Yazzie, Police Commander
Navajo Police Department
928-637-3193
e.yazzie@navajo-nsn.gov

- D. All proposals must be received by 5:00pm on Friday, July 21, 2023. 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 and services to government, corporate or law enforcement agencies. Delivery to law enforcement agencies should be emphasized.
 2. List three (3) references whom the NPD can contact, from agencies of similar size that have purchased soft armor ballistic vests from your company within the last two (3) years. Include the name and address of each referenced organization, as well as the name, title, and phone number of the contact person. The NPD reserves the option to check references at its sole discretion.
 3. Provide insight describing the certification and work experience for the key staff who would be assigned to provide the requested goods and services to the NPD. Please include specialization of the key staff.
 4. Identify from what location the proposer will provide the goods and service to the NPD. Please include the manufacturing site of the

soft armor vests and vest carriers.

5. Describe systems and mechanisms that would be established to ensure timeliness of response to the NPD staff and good communication during and following the project. Specifically, identify how long will it take for the vests to be delivered upon receipt of a purchase order.
6. Describe systems and mechanisms that would be established for status reporting during the project.
7. Describe your preference for method of payment and your procedure for billing and other account requirements.
8. COSTS: Provide a proposed fee for the project based on the scope of work as outlined in the proposal. The fee should include the following:
 - a. Base fee for the goods and services outlined.
 - b. Define any additional or variable charges proposed that would be in addition to the base fee.
9. License requirement. Please refer to Section VIII.
10. A completed W-9 Form (Exhibit B)
11. 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. SELECTION CRITERIA.

| CRITERIA | WEIGHT GIVEN |
|---|---------------------|
| 1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposer that will demonstrate the quality of services. | 40 POINTS |
| 2. Price. | 50 POINTS |
| 3. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the Proposer. | 10 POINTS |
| TOTAL CRITERIA WEIGHT | 100 POINTS |

V. SCOPE OF WORK.

The scope of work 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

and services 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. A sample contract is attached as Exhibit D for informational purposes. If a Proposer has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of the Agreement. The NPD will not consider changes to its indemnification and insurance.
- 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. The NPD reserves the right to perform unannounced site visits and interview staff and management prior to selection to determine, among other things if needed:
 - a. Customer service responsiveness;
 - b. Organization and operation efficiency; and
 - c. Response time.
- I. 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.
- J. 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 and services, inclusive of Navajo Nation sales tax (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this service 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. Provide specifics as to definitions of routine versus non-routine tasks,

what is fixed as opposed to variable, and how costs are adjusted according to that classification.

- D. Payment by the NPD for the identified goods and services will only be made after the identified goods and services have been delivered and accepted by authorized NPD representatives This includes all pertinent documents, including invoice and acceptance of the vests according to specifications.
- E. The vendors W-9 address must be reflecting on the vendors' addresses.
- F. The successful proposer must align their invoice to the exact verbiage contained on the purchase order reflecting goods purchases.
- G. 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. Proposer must be licensed in the Navajo Nation if performing the goods and services on the Nation or they must be licensed in the state where the goods and service will be provided.

EXHIBIT A

**SCOPE OF
GOODS**

EXHIBIT A

SCOPE OF GOODS

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* (Exhibit D) and the *Soft Armor Requirements and Additional Special Threat Specifications* (Exhibit E) which are attached. Please include the shipping as a separate line item.

| <u>Description</u> | <u>Quantity</u> |
|--|-----------------|
| 1. Soft armor meeting specifications as outlined above | 75 |
| 2. Shipping | |
| 3. Tax | |

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EXHIBIT B

FORM W-9

(Rev. 10-2018)

EXHIBIT C

Debarment and Suspension

**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

EXHIBIT D

Purchase Order Terms and Conditions

EXHIBIT D

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.

EXHIBIT E

SPECIFICATIONS

EXHIBIT E UNIFORM SPECIFICATIONS

Soft Armor Requirements: Physical and Threat Level Specifications –

The Soft Armor Ballistic Panels must meet all specifications listed below and no substitutes will be accepted

- The Armor must have an Areal Density less than .69 pounds per square foot
- The Armor must have a thickness less than .24 in
- The Armor must have a New V50 for the .357 SIG FMJ 125 gr. average more than 1848 ft/s
- The Armor must have a Conditioned V50 for the .357 SIG FMJ 125 gr. average more than 1879 ft/s
- The Armor must have a New V50 for the .44 Mag SJHP 240 gr. average more than 1789 ft/s
- The Armor must have a Conditioned V50 for the .44 Mag SJHP 240 gr. average more than 1662 ft/s
- The Backface Average for the Soft Armor for a .357 Sig FMJ (FN) 125 gr. Must be less than 27 mm
- The Backface Average for the Soft Armor for a .44 Mag SJHP 240 gr. Must be less than 37 mm

Additional Special Threat Specifications –

The Soft Armor must meet all specifications listed and no substitutes will be accepted

The Soft Armor must be able to stop the following Special threat rounds listed below

- Speer 357 Sig 125gr GDHP (23918) @ 1465 fps
- Win 9mm 127gr. +P+ SXT (RA9TA) @ 1460 fps
- Win 40 Cal 165gr SXT (RA40TA) @ 1230 fps
- 7.62x25 - 85gr. Tokarev Romanian @ 1550 fps
- Fed 9mm 100gr Frangible (BC9NT3) @ 1100 fps
- FNH USA 5.7x28mm 40 gr. Blue Tip SS197SR @ 1950 fps
- FNH USA 5.7x28mm 27 gr. JHP Bullet SS195LF @ 2050 fps

The Soft Armor Ballistic Panels must also have Frag Testing V50's no less than what is shown below (Clay Backing)

The Soft Armor must meet all specifications listed and no substitutes will be accepted

- 2 gr. – V50 of 2631 fps
- 4 gr. – V50 of 2335 fps
- 6 gr. – V50 of 1989 fps
- 6 4gr. – V50 of 1693 fps

Soft Armor Compliance and Certification Specifications

The Soft Armor must meet all specifications listed below and no substitutes will be accepted

- The Soft Armor must be Level 3A and must be tested using the NIJ-06 standard
- The Soft Armor must also have an active listing on the Criminal Justice Testing and Evaluation Consortium's Compliant Product Lists which is a Program of the National Institute of Justice
- The Soft Armor must be accepted on the Bulletproof Vest Partnership Grant

- The Soft Armor must be Listed on the NASPO contract and must be Distributed by an Authorized Reseller of this product according to their contract

Concealed Soft Armor Carrier Specifications

- The Concealed Soft Armor Carrier must be black in Color
- The Carrier must have front and rear plate pockets
- There must be a front opening zipper for easy installation of the ballistic panels
- There must be an external top loading plate pocket
- The material must consist of 100% nylon hex ripstop and 100% nylon loop materials
- The Carrier must have an Antimicrobial wicking mesh liner of 100% nylon tricot knit mesh
- The Carrier must come standard with tails

The Proposal to include the following as a Soft Armor and Carrier Package No Alternates or Exceptions

- The package will include (1) Set of front and rear soft armor ballistic panel which meets all specifications listed above.
- The package will include (1) Soft Armor Black Carriers which meet all the specifications listed above

The Vendor Awarded the Contract must be able to provide the following Services:

- On site Vest Sizing and Fitting for all Officers receiving vests through this contract
- On site Instruction on fitting and break in of the vest for officers receiving the armor
- Sizing, Ordering, and Shipping of all the Armor in a timely and efficient matter

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