

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

BID NUMBER. 23-06-3043KS

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. | June 14, 2023 |
| Deadline for Submittal of Proposals by 12:00 PM. | July 7, 2023 |
| Evaluation of submitted proposals | July 19, 2023 |
| Notice of conditional selection and initiate award process | July 19, 2023 |
| Award by the Navajo Nation (tentative date) | September 30, 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 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 Commander
Navajo Police Department
928-637-3193
e.yazzie@navajo-nsn.gov

- C. All proposals must be in a sealed envelope and clearly marked "**NPD AMMUNITION PURCHASE 23-06-3043KS**". 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 Mountain Time on Wednesday, July 19, 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 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 / Specifications |
|----------|---------|---|
| 1. 75 | CS/1000 | HANDGUN DUTY 9 MM Hornady Critical Duty 135 grain flex-lock and jacket to core inter-lock, nickel plated casings |
| 2. 280 | CS/1000 | HANDGUN TRAINING / PRACTICE 9 MM Hornady 135 grain Full Metal Jacket (FMJ). |
| 3. 25 | CS/500 | RIFLE DUTY .223 - Hornady TAP Barrier. 53 grain CX TAP Patrol Mandatory Specifications. No Substitutions |
| 4. 75 | CS/500 | RIFLE TRAINING / PRACTICE .223 – Hornady 55 grain Full Metal Jacket (FMJ) |
| 5. 20 | CS/250 | SHOTGUN DUTY Rifled Slug - Federal 12 Gauge 1 oz Tactical Slug – Federal 2.75” Tru-Ball Slug Low Recoil HP |
| 6. 20 | CS/250 | SHOTGUN DUTY 00 Buck – Federal Power-Shok Buckshot - Low Recoil 12 Gauge 00 Buck Shot Size |
| 7. 30 | CS/250 | SHOTGUN TRAINING / PRACTICE Bird Shot – Federal Speed-Shok 12 Gauge 1 Shot Size |

TARGETS: Targets, target stands, range safety equipment will be used by the Navajo Police Department for training, qualifications and duty use.

| <u>Quantity</u> | <u>Unit</u> | <u>Description / Specifications</u> |
|-----------------|-------------|--|
| 1. 20 | 1 per/ea | 2" x 2" Steel Target Stand Upright |
| 2. 02 | CS/50 | TQ-21-P1 Picture TQ-21 Paper Target |
| 3. 02 | CS/50 | TQ-21-P3 Picture TQ-21 Paper Target |
| 4. 02 | CS/50 | TQ-21 Green/light green TQ-21 Target |
| 5. 02 | CS/50 | TSR-II-CB Blue Cardboard Transitional Target II |
| 6. 02 | CS/50 | TSR-II-CB Green Paper Transitional Target II |
| 7. 02 | CS/50 | TSR-II-CB Blue Paper Transitional Target II |
| 8. 10 | 20 pk | OTR – Training Dummy Rounds – 9mm |
| 9. 02 | 100 pk | PY-DP1001 Disposable Ear Plugs |
| 10.05 | 1 per/ea | Pro Ears Silver 22 – Earmuffs, Electronic Ear Protection |
| 11.05 | 1 per/ea | Rifleman ACH green – Earmuffs, Electronic Ear Protection |
| 12.10 | 1 per/ea | PY-S2510ST ZTEK Clear Anti-Fog Safety Glasses |

EXHIBIT B

FORM W-9

(Rev. 10-2018)

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <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) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table> | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| OR | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table> | | | | | | | | | | | | |
| | | | | | | | | | | | | |

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 for Part II, later.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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

- 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.