

# REQUEST FOR PROPOSALS

**BID NUMBER: 23-09-3125TT**

**PROPOSAL DUE DATE** : 18 October 2023

**DESCRIPTION** : *EMS Personal Protective Equipment (PPE)*

**CONTACT PERSON** : Penny Hoskie-Johnson, Field Operations Officer  
Office of Field Operations  
DEPARTMENT OF EMERGENCY MEDICAL SERVICE  
DIVISION OF PUBLIC SAFETY  
TELEPHONE NO. (505) 696-5459  
EMAIL: [pmhoskie-johnson@navajo-nsn.gov](mailto:pmhoskie-johnson@navajo-nsn.gov)

**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: Theron Thomas  
TELEPHONE NO. (928) 810-2015

\*NOTE: THE BID NUMBER AND THE VENDOR MUST BE INDICATED ON THE OUTSIDE OF THE PACKAGE.

**MAIL TO :** THE NAVAJO NATION  
PURCHASING SERVICE DEPARTMENT  
POST OFFICE BOX 9000  
WINDOW ROCK, ARIZONA 86515  
ATTN: Theron Thomas  
TELEPHONE NO. (928) 810-2015

\*NOTE: THE BID NUMBER AND THE VENDOR MUST BE INDICATED ON THE OUTSIDE OF THE PACKAGE.

## **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 Buyer for this RFP is Theron Thomas.*
- 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. NAVAJO BUSINESS OPPORTUNITY ACT:**

1. Bidder is to visible mark on the outside of the proposal package, if applicable, the offeror's priority status under the Navajo Nation Business Opportunity Act.
2. The Navajo Nation is not bound to enter a contract under the RFP or RSQ and may issue a subsequent RFP or RSQ for the same services.
3. The Navajo Nation is a sovereign government and that all contracts entered into as a result of the RFP shall comply with Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules, and regulations.

**E. SCHEDULE OF ACTIVITIES:**

**DEADLINE:**

- |  |   |
|--|---|
| 1. Public Advertisement  | 03 October 2023<br><i>RFPs and Advertisements (nnooc.org)</i> |
| 2. Prospective respondents inquire deadline<br>(No questions accepted after this date) Inquiries and questions will be answered at any time prior to this date. Questions to this RFP may be verbal or in writing. | 11 October 2023 at 5:00 pm DST                                |
| 3. Due date for proposal   | 18 October 2023 at 5:00 pm DST                                |
| 4. Opening of proposals and evaluation   | 24 October 2023   |
| 5. Award date for contract   | 02 November 2023  |

- F. 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: Theron Thomas  
TELEPHONE NO. (928) 810-2015**

**Note: Must mark on the outside of the envelope or subject line of email – EMS Personal Protective Equipment Inquiry.**

**G. 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.

**H. 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.

**I. PROPOSAL FORMAT AND ORGANIZATION**

1. NUMBER OF COPIES: TWO (2) COPIES OF PROPOSALS ARE REQUIRED: (including the original).  
Proposer shall provide ONE (1) PAPER AND ONE (1) USB identical copies of the proposal to the location specified for the submission of proposals in Section I, Paragraph H. And be delivered in a sealed envelope including the name and address of the individual or firm submitting the proposal; on or before the closing date and time for receipt of proposal.
2. PROPOSAL FORMAT: All proposals must be typewritten on standard 8.5 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section, as necessary.
3. PROPOSAL ORGANIZATION: The proposal must be organized and indexed in the following format and must contain as minimum all list items in the sequence indicated.
  - a. Table of Contents
  - b. Letter of Transmittal
  - c. Cost Proposal
  - d. Response to the Specifications request
  - e. Exceptions & Clarifications
  - f. Drawings or pictures
  - g. Warranty(ies)
  - h. Professional References, include all contact information.
  - i. Copy of certifications, licenses, insurance, testing (i.e., manufacturer, ISO, Business).
  - j. Credentials (Current W-9 and Insurance)
  - k. Current Navajo Nation Certification Regarding Debarment, Suspension, and Contracting Eligibility
  - l. Appendix (if needed)

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

4. Letter of Transmittal: Each proposal must be accompanied by a letter of transmittal. The letter of transmittal must:
  - a. Identify the submitting organization with a brief description.
  - b. Identify experience, capability and capacity.
  - c. Identify the name and title of the person authorized to contractually obligate the organization.
  - d. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization.
  - e. Identify the name, title and telephone numbers of person to be contacted for clarification.
  - f. Be signed by the person authorized to contractually obligate the organization; and
  - g. Acknowledge receipt of any and all amendments to the RFP.
  
- J. **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.
  
- K. **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.
  
- L. **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".
  
- M. **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.
  
- N. **INCURRING COSTS:** The Vendor agrees that The Navajo Nation shall not be held liable for any costs incurred in preparation of this bid.
  
- O. **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.
  
- P. **EVALUATION PROCEDURES AND CRITERIA:**
  1. General Procedures:
    - a. An ad hoc committee will judge the merit proposals received in accordance with the 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 offeror 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. The specifications within this RFP represent the minimum

performance necessary for response. On the basis of the evaluation criteria established in this RFP, the ad hoc committee will select and recommend the bidder who best meets this objective.

- d. Evaluation Criteria: The following criteria will be used by the ad hoc committee in the selecting process for contract award. The technical proposal factors will be rated on a scale of 10-100 with weight relations as stated below:

<u>Technical Proposal Factors:</u>	<u>Total Points: 100</u>
<u>Quality, Accuracy, and Completeness of the proposal</u>	20
<u>Manufacturing and Delivery schedule</u>	15
<u>Primary manufacturer's demonstrated capabilities and qualifications</u> Offeror's qualifications, including work on similar projects, experience of personnel, how long firm has been producing personal protective equipment.	10
<u>Primary manufacturer's past performance on similar Bid Proposals</u>	10
<u>Primary manufacturer's maintainability and recommendations</u>	10
<u>Primary manufacturers logistical and service support</u>	10
<u>Cost-Price offered is responsive to the RFP requirements and instructions, and is realistic in respect to specifications and requirements</u>	25

- Q. **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.
- R. **RETURN OF PROPOSALS:** The Navajo Nation has no obligation to return any proposal received in response to this RFP.
- S. **ALTERNATE PROPOSALS:** Alternate proposals will not be accepted and will be deemed non-responsive.
- T. **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
- U. **ITEM/EQUIPMENT CONDITION:** All bid items are to be new and of the most current production, unless otherwise specified.
- V. **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.
- W. **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.

**X. 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 Fire Dex TecGen 51 Deluxe Coats with liners Navy color, Fire Dex TecGen 51 Deluxe Navy color. The contract, if any, made pursuant to this RFP shall apply to the Division of Public Safety, Department of Emergency Medical Service 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 Fire Dex TecGen 51 Deluxe Coats with liners Navy color, and Fire Dex TecGen 51 Deluxe Pants Navy color.
2. UNIFORMS: Bidders must respond to each of the minimum requirements below and may offer enhancements:
  - a. The contractor shall provide Fire Dex TecGen 51 Deluxe Coats and TecGen 51 Deluxe Pants as specified in PERSONAL PROTECTIVE EQUIPMENT 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**

After selection of vendor, the attached professional service contract will be the governing terms and conditions for the service and goods.

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

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

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

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

## **PERSONAL PROTECTIVE EQUIPMENT SPECIFICATION**

### **1.0 MINIMUM REQUIREMENTS**

The requirements in this specification describe minimum acceptable standards for Navajo Nation Emergency Medical Service. The intent is to purchase state-of-the-art personal protective equipment 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.

COMPLY: YES \_\_\_ NO \_\_\_

- 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 coat and pants will be tolerated. NNEMS shall have the sole right to determine if this and all other requirements have been met.

COMPLY: YES \_\_\_ NO \_\_\_

## 2.0 **DESIGN REQUIREMENTS**

The model specified by Navajo Nation Emergency Medical Services is the *TECGEN Personal Protective Equipment*. (No substitutions.) The coat and pant 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.

COMPLY: YES \_\_\_ NO \_\_\_

- 2.1 **GENERAL DESIGN and USER COVERAGE:** The coat and pants 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 protection to be the maximum available consistent with wearability needs. Suitable relief of 1"-2" should be allowed so that no binding occurs when wearer is in a sitting position. Ample relief must be provided in the armpit region for maximum mobility.

COMPLY: YES \_\_\_ NO \_\_\_

## 3.0 **COAT SPECIFICATIONS**

- 3.1 FWID 175652 Coat Outer Shell: 6.5 oz TECGEN51, Navy

3.1.1 Coat Closures: XC40 Zipper / Woven Hook and Loop THZP Thermoplastic Zipper

3.1.2 Coat Trim Style: Deluxe, 2" Trim Configuration ScotchLite™ Triple Lime/Silver

COMPLY: YES \_\_\_ NO \_\_\_

### 3.2 LETTERING

3.2.1 Text: NAVAJO

Pos: 2, 3" Scotchlite™ Letters - Lime/Yellow, XOL - Straight Lettering (No Patch)

3.2.2 Text: NATION

Pos: 3, 3" Scotchlite™ Letters - Lime/Yellow, XOL - Straight Lettering (No Patch)

COMPLY: YES \_\_\_ NO \_\_\_

### 3.3 COAT REINFORCEMENTS

3.3.1 Elbow Reinforcement: Reinforced Elbow Patch in Black PCA

COMPLY: YES \_\_\_ NO \_\_\_

### 3.4 COAT MIC CLIPS AND STRAPS

3.4.1 XM61 Fabric Hook & Loop cuff adjusters

Left Qty: 1, Right Qty: 1

3.4.2 XOAMT1 Mic Tab - Left Chest

Left Qty: 1

COMPLY: YES \_\_\_ NO \_\_\_

### 3.5 COAT POCKETS

3.5.1 Chest Pocket - Left: (TXRP) Radio Pocket, Left Chest (8 x 3.5 x 3")

3.5.2 Double Notch

3.5.3 Chest Pocket - Right: (TXPP) Patch Pocket, Right Chest (7 x 5.5")

3.5.4 Hand Pocket - Left: (TXHWP) Semi Bellow, Handwarmer, 8 x 8 x 2

3.5.5 Hand Pocket - Right: (TXHWP) Semi Bellow, Handwarmer, 8 x 8 x 2

COMPLY: YES \_\_\_ NO \_\_\_



3.6 COAT QUANTITY AND SIZES (Total=192 Coats)

- 32 (Thirty-two)-FWID 175652-Small
- 32 (Thirty-two)-FWID 175652-Medium
- 32 (Thirty-two)-FWID 175652-Large
- 32 (Thirty-two)-FWID 175652-XLarge
- 32 (Thirty-two)-FWID 175652-XXLarge
- 27 (Twenty-seven)-FWID 175652-XXXLarge
- 05 (Five)-FWID 175652-XXXXLarge

COMPLY: YES \_\_\_ NO \_\_\_

**4.0 PANT SPECIFICATIONS**

4.1 Pant Outer Shell: 6.5 oz TECGEN51 - Navy

- Pant Closures: TXP Thermoplastic Zipper/Button
- Pant Trim Style: 2" around cuffs-ScotchLite™ Triple Lime/Silver

COMPLY: YES \_\_\_ NO \_\_\_

4.2 PANT PATTERN, LINER, PATCHES AND LABELS OPTIONS

- TGXM45 12" Zippered Leg Openings
- SUSPENDER LOOPS ONLY (Suspenders NOT included)

COMPLY: YES \_\_\_ NO \_\_\_

4.3 PANT STRAPS AND OPTIONS

- XM61 Fabric Hook & Loop cuff adjusters
- Left Qty: 1, Right Qty: 1
- XOTUS Two Take-up Straps: Nomex Webbing
- Left Qty: 1, Right Qty: 1
- XOBL 7 Belt Loops: 1x3" Shell Loops

COMPLY: YES \_\_\_ NO \_\_\_

4.4 PANT POCKETS

- Front Pocket - Left: (TXCP) Partial-Bellow Cargo Pocket (9" x 8") & Front Hand Pocket (Bag Pocket)
- Front Pocket - Left: (TXPT) Zippered Pass-Through Pocket
- Front Pocket - Right: (TXCP) Partial-Bellow Cargo Pocket (9" x 8") & Front Hand Pocket (Bag Pocket)
- Front Pocket - Right: (TXPT) Zippered Pass-Through Pocket
- Back Pocket - Left: (TXPBP) Rear Patch Pocket (7" x 6")
- Back Pocket - Right: (TXPBP) Rear Patch Pocket (7" x 6")

COMPLY: YES \_\_\_ NO \_\_\_

4.5 PANT REINFORCEMENTS

- Knee Reinforcement: Black PCA Reinforced Knees with Padding
- Cuff Reinforcement: Standard Cuff, Black, PCA (Polymer Coated Aramid)

COMPLY: YES \_\_\_ NO \_\_\_

4.6 PANT QUANTITY AND SIZES (Total=192 Pants)

- 32 (Thirty-two)-FWID 175652-Small
- 32 (Thirty-two)-FWID 175652-Medium
- 32 (Thirty-two)-FWID 175652-Large
- 32 (Thirty-two)-FWID 175652-XLarge
- 32 (Thirty-two)-FWID 175652-XXLarge
- 27 (Twenty-seven)-FWID 175652-XXXLarge
- 05 (Five)-FWID 175652-XXXXLarge

COMPLY: YES \_\_\_ NO \_\_\_

**5.0 WARRANTY**

5.1 Each item, 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. **COMPLY: YES\_\_\_ NO\_\_\_**

5.2 Each coat and pants shall be warranted to be free of defects in material and workmanship for 18 MONTHS from date of purchase. **COMPLY: YES\_\_\_ NO\_\_\_**

## **6.0 QUALITY CONTROL PROGRAM**

6.1 Manufacturer shall be currently registered to ISO 9001:2015.

**COMPLY: YES\_\_\_ NO\_\_\_**

## **7.0 PACKAGING & DELIVERY SCHEDULE**

7.1 Each item must be packaged & shipped consistent with good commercial practices.

**COMPLY: YES\_\_\_ NO\_\_\_**

7.2 Each item shall be packaged in an individual plastic bag and placed in a suitable cardboard box for standard shipping where applicable.

**COMPLY: YES\_\_\_ NO\_\_\_**

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

**COMPLY: YES\_\_\_ NO\_\_\_**