

REQUEST FOR PROPOSALS

BID NUMBER: 23-05-3020LE

PROPOSAL DUE DATE : **17 MAY 2023**

DESCRIPTION : ***Fifty (50) BULLET RESISTANT VESTS WITH CARRIERS***

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

RETURN ALL RESPONSES TO : THE NAVAJO NATION PURCHASING SERVICES DEPARTMENT

DELIVER TO : THE NAVAJO NATION
PURCHASING SERVICES DEPARTMENT
1st FLOOR, ADMINISTRATION BUILDING #1
WINDOW ROCK, ARIZONA 86515
ATTN: Lorita Etcitty
TELEPHONE NO. (928) 871-6317

*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: Lorita Etsitty
TELEPHONE NO. (928) 871-6317

*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 Lorita Etsitty.*
- 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 | 04,11, MAY 2023
<i>RFPs and Advertisements (nnooc.org)</i> |
| 2. | Prospective respondents inquire deadline
(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. | 10 MAY 2023 at 5:00 pm DST |
| 3. | Due date for proposal | 17 MAY 2023 at 5:00 pm DST |
| 4. | Opening of proposals and evaluation | 25 MAY 2023 |
| 5. | Award date for contract | 30 MAY 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: Lorita Etsitty
TELEPHONE NO. (928) 871-6317**

Note: Must mark on the outside of the envelope or subject line of email – EMS Ballistic Vests 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
 - 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 ballistic vests.	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 fifty (50) bullet resistant vests with an 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 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 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

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 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 for the intended purpose.

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 Service. 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.

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 vest 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 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”. **COMPLY: YES ___ NO ___**

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. **COMPLY: YES ___ NO ___**

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. **COMPLY: YES ___ NO ___**

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. **COMPLY: YES ___ NO ___**

3.2 **BALLISTIC MATERIAL:** The ballistic materials used to manufacture these vests must be a combination of Twaron® Flex Woven Aramid & Dyneema® UHMWPE. **COMPLY: YES ___ NO ___**

3.3 **BALLISTIC PANEL PROPERTIES**

Threat Level	Maximum Areal Density	Maximum Thickness
<u>Male</u> IIIA	<i>Lbs/ft²</i> .93	<i>Inches</i> .21
<u>Female</u> IIIA	<i>Lbs/ft²</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. **COMPLY: YES ___ NO ___**

3.4 **V-50 BALLISTIC LIMIT TEST**

COMPLY: YES ___ NO ___

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

COMPLY: YES ___ NO ___

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.

COMPLY: YES ___ NO ___

3.7 BALLISTIC PANEL LABELS

- Panel labels will comply with the latest NIJ 0101.06 standard. COMPLY: YES ___ NO ___
- Each ballistic panel will contain an additional "Body Side" label measuring approximately 2 3/4" x 1", also containing the words "Wear this Side Facing the Body!". COMPLY: YES ___ NO ___

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.

COMPLY: YES ___ NO ___

4.0 BALLISTIC VEST CARRIER

4.1 Each vest shall be supplied with **one (1) REVOLUTION** carrier in navy color. COMPLY: YES ___ NO ___

4.2 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. COMPLY: YES ___ NO ___

4.3 Each carrier will contain a double plate pocket on the front to hold a 7" x 10" plate or soft pac. COMPLY: YES ___ NO ___

4.4 Each carrier will have multiple points of adjustment with Removable 4" wide Adjustable Side @ closures. COMPLY: YES ___ NO ___

4.5 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. COMPLY: YES ___ NO ___

4.6 Contoured strapping system. COMPLY: YES ___ NO ___

4.7 *Breathe-O-Prene*® padded shoulders for added comfort. COMPLY: YES ___ NO ___

4.8 Ballistic panels will be inserted through a concealed zippered bottom closure. COMPLY: YES ___ NO ___

- 4.9 Each carrier will have a special "wearstrip" feature, which creates greater durability and longer lasting carriers. **COMPLY: YES ___ NO ___**
- 4.10 Each carrier will have an interior *Suspension System* to stabilize the ballistic pad. **COMPLY: YES ___ NO ___**
- 4.11 Tapered Lower Front corners for better, more comfortable fit **COMPLY: YES ___ NO ___**
- 4.12 Available in both male and female design. Female carrier in *Princess Cut* to form armor to the female figure. **COMPLY: YES ___ NO ___**
- 4.13 OCS – Overt Carrier System vest for an external load-bearing ballistic jacket. Made from heavy duty quiet fabric. With velcro "NAVAJO NATION EMS" printed identifier. **COMPLY: YES ___ NO ___**
- 4.14 Tails are to be optional at no additional cost. **COMPLY: YES ___ NO ___**
- 4.15 "Blood/ID" Information Strip, approximately 1¼" x 5" to adhere with Velcro® on the front pocket of the carrier. **COMPLY: YES ___ NO ___**
- 4.16 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. **COMPLY: YES ___ NO ___**

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. **COMPLY: YES ___ NO ___**
- 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. **COMPLY: YES ___ NO ___**

6.0 WARRANTY

- 6.1 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. **COMPLY: YES ___ NO ___**
- 6.2 Each vest carrier shall be warranted to be free of defects in material and workmanship for 18 MONTHS from date of purchase. **COMPLY: YES ___ NO ___**

7.0 PRODUCT LIABILITY INSURANCE

- 7.1 The manufacturer shall carry a minimum of \$20 million in product liability insurance on the ballistic panels. **COMPLY: YES ___ NO ___**

8.0 QUALITY CONTROL PROGRAM

- 8.1 Manufacturer shall be currently registered to ISO 9001:2015 and to ISO BA 2000:2012 Body Armor. **COMPLY: YES ___ NO ___**

9.0 FIT:

- 9.1 Each vest shall be custom fit and made to measurements taken by trained personnel. **COMPLY: YES ___ NO ___**

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. **COMPLY: YES ___ NO ___**

9.3 All fittings will be performed at the NNEMS offices and may be scheduled in the representative's store by NNEMS. **COMPLY: YES ___ NO ___**

10 PACKAGING & DELIVERY SCHEDULE

10.1 Each vest must be packaged & shipped consistent with good commercial practices. **COMPLY: YES ___ NO ___**

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. **COMPLY: YES ___ NO ___**

10.3 DELIVERY SCHEDULE: Products must be delivered within 60 days of receipt of purchase order. **COMPLY: YES ___ NO ___**

**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

FORM 1 (ADMINISTRATIVE PURPOSES ONLY)

**SERVICES CONTRACT BETWEEN
THE NAVAJO NATION
AND**

Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)

Consultant's physical address, state and zip code

Consultant's telephone number

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING _____
ENDING _____

PAYMENTS TO BE MADE FROM:

Account: _____ - _____ Fees: \$ _____
Account: _____ - _____ Expenses: \$ _____
Account: _____ - _____ Taxes: \$ _____

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ _____

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

ATTACHMENT A – Mutual Promises and Agreements

ATTACHMENT B – Scope of Work

EXHIBITS:

EXHIBIT A – Accounting Codes and Budget

EXHIBIT B – Consultant Credentials

EXHIBIT C – Certificate of Insurance

EXHIBIT D – _____

EXHIBIT E – _____

Employer's Identification No.: _____

Or *this number must match Form W-9*

Consultant's Social Security No.: _____

SERVICES CONTRACT

ATTACHMENT A – Mutual Promises and Agreements

This Services Contract (“Contract”) is made and entered into by and between the Navajo Nation, hereinafter called the “NATION” and _____, hereinafter called the “CONSULTANT.” Collectively, the NATION and the CONSULTANT are the “PARTIES.” The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning _____, and ending _____.
2. **Documents Constituting the Contract.** The following are to be considered collectively as one agreement/contract and the term Contract whenever used herein shall be deemed to include all such documents:
 - this ATTACHMENT A – Mutual Promises and Agreements;
 - ATTACHMENT B – Scope of Work (“Scope of Work”);
 - EXHIBIT A – Accounting Codes and Budget;
 - EXHIBIT B – Consultant Credentials;
 - EXHIBIT C – Certificate of Insurance; and (where applicable)
 - EXHIBIT D – _____; and
 - EXHIBIT E – _____.
3. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B – Scope of Work. Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
4. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ _____, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18 below, for work performed within the territorial jurisdiction of the NATION.
5. **Authorized Representative.** The CONSULTANT shall work with the _____ (Contracting Program), and its Authorized Representative, _____, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
6. **Contract Number.** Contract Number C- _____ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
7. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. § 223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
8. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
9. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and

represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

10. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
11. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the NATION may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the NATION may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
12. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

Insert the NATION'S and the CONSULTANT'S contact and contact information:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: The final invoice will be due within thirty (30) days after the Contract ends.

13. **Indemnification.** The CONSULTANT agrees to hold harmless and indemnify the NATION against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful

conduct of the NATION or to the extent they result from the negligence of NATION officials or employees as provided for and in accordance with 1 N.N.C. § 551 *et seq.*

14. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. § 223(F).
15. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the PARTIES under the laws of the NATION. If negotiation does not resolve the dispute, the NATION may pursue legal action. Nothing herein shall be construed as a waiver of the NATION'S sovereign immunity.
16. **Termination.** The NATION may terminate this Contract at any time upon ten (10) days advance written notice to the CONSULTANT, in the event that: (a) the NATION, in its sole discretion, determines the CONSULTANT'S work or services provided are not satisfactory; (b) the CONSULTANT fails to submit reports and other documents as requested by the NATION within defined time schedules to the satisfaction of the NATION; (c) the CONSULTANT fails to submit verification of invoices to the NATION for payment to the satisfaction of the NATION; (d) the CONSULTANT is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
17. **Applicable Law and Jurisdiction.** The CONSULTANT shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. § 3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600 *et seq.*, the Navajo Uniform Commercial Code, 5A N.N.C. § 1-101 *et seq.*, and applicable regulations. The CONSULTANT agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
18. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the PARTIES may be paid under this Contract.
19. **Navajo Nation Taxes.** The CONSULTANT shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The CONSULTANT is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the CONSULTANT is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. § 150 *et seq.*

The CONSULTANT shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The NATION shall withhold from each payment to the CONSULTANT the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The NATION shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the CONSULTANT. The CONSULTANT will then indicate on the quarterly tax return or returns

required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To’Nanees’Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The **NATION** shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The **CONSULTANT** is solely responsible for the payment of all applicable taxes.

20. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
21. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515, within five (5) days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**. The failure to fully comply with this provision shall render this Contract null and void.
22. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT’S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF THE CONTRACT

For the Consultant:

For the Navajo Nation:

Date

Branch Chief

Date

The Navajo Nation

Post Office Box 9000

Window Rock, Arizona 86515

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

- 10. Consultant Deliverables The CONSULTANT shall provide the following deliverables to the City of New York, Office of the Comptroller of the City, in accordance with the terms of this contract:
 - a. A report on the results of the audit, including a list of findings and recommendations, and a copy of the report to the City of New York, Office of the Comptroller of the City.
 - b. A copy of the report to the City of New York, Office of the Comptroller of the City, within 30 days of the completion of the audit.
 - c. A copy of the report to the City of New York, Office of the Comptroller of the City, within 30 days of the completion of the audit.
- 11. Payment by City The City of New York shall pay the CONSULTANT for the services provided under this contract in accordance with the terms of this contract. Payment shall be made to the CONSULTANT by check or money order payable to the order of the CONSULTANT, within 30 days of the completion of the audit. Payment shall be made to the CONSULTANT by check or money order payable to the order of the CONSULTANT, within 30 days of the completion of the audit.
- 12. Termination and Assignment The City of New York reserves the right to terminate this contract at any time, without cause, and to assign the contract to any other entity. The City of New York shall not be liable for any damages, including reasonable attorneys' fees, incurred by the CONSULTANT as a result of the termination or assignment of this contract.

SIGNATURES OF THE CITY

For the City of New York: _____
Date: _____
Title: _____
The City of New York
Post Office Box 8000
Window Rock, Arizona 86501

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME _____
 ADDRESS _____
 TELEPHONE NO. _____

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____

ATTACH A DETAILED BUDGET TO THIS EXHIBIT

The detailed budget total must match the totals above and the totals on Page 1 of the Contract.

Consider using the SAMPLE FORMULAS below:

_____ – **Cost Estimate – Fees**

\$ _____ per day or per hour x _____ work days or work hours outside the Navajo Nation: \$ _____
 \$ _____ per day or per hour x _____ work days or work hours within the Navajo Nation: \$ _____
 _____ Percent Navajo Nation tax on fees for work within the Navajo Nation: \$ _____
Total Fees: \$ _____

_____ – **Cost Estimate – Fees**

Travel (_____ miles x \$ _____ per mile): \$ _____
 Meals (_____ meals x \$ _____ per meal): \$ _____
 Lodging (\$ _____ per night x _____ required overnight stays): \$ _____
 Airfare (\$ _____ per trip x _____ trips): \$ _____
 Materials, supplies, and goods (list each item and associated cost): \$ _____
Total Expenses: \$ _____

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed memorandum indicating that the attached Certificate of Insurance meets RMP's minimum insurance requirements.

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<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) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

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									
or									
Employer identification number									

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 ▶
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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.

