

INVITATION FOR BIDS

NAVAJO POLICE DEPARTMENT

SPECIAL OPERATIONS VEHICLE PURCHASE

PROPOSAL DUE DATE **April 29 2024; 5:00 PM MDT**

DESCRIPTION Invitation for Bids for “NPD SP. OPS Vehicles
1 Truck and 1 SUV:

PROPOSAL NO: 24-04-3309SB

CONTACT PERSON Robert Williams, Police Lieutenant
Harlan Cleveland, Special Operation
Coordinator
Office of the Chief of Police
Navajo Police Department
rgwilliams@navajo-nsn.gov
hcleland@navajo-nsn.gov

All proposals must be addressed to

Delivery The Navajo Nation
Attn: Purchasing Service
Department Admin Building One
Window Rock Boulevard
Window Rock, Arizona 86515

Mailing Purchasing Service Department
“BID NO. 24-04-3309SB“
Post Office Box 3150
Window Rock, Arizona 86515

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

All proposals must be in a sealed envelope and clearly marked "NPD SPECIAL OPERATIONS VEHICLES TRUCK/SUV NO. 24-03-3309SB**". The name and address of the proposing vendor must be shown on the face of the envelope.

PLEASE SUBMIT AN ORIGINAL, AND TWO (2) COPIES OF YOUR BID

A. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The Navajo Police Department – Special Operations (NPD) within the Division of Public Safety is seeking to purchase vehicles from an authorized and fully certified licensed automotive dealership that meets all the standards and qualification from the vehicle manufacture in terms of facilities, equipment, parts, tools, and trained technicians to handle all required services. Vehicles must be delivered in a timely manner as bid evaluation will be based on most responsive bid. ***Bid price shall be F.O.B. to Window Rock and to the designated deliver point at Fleet Management Department.*** Vehicles shall be delivered to the Navajo Nation free from any purchase money or other lien or security interest. The manufacturer's published warranty for each vehicle shall apply to all vehicles purchased by the Navajo Police Department.

B. CONDITIONS GOVERNING THE PROCUREMENT

The Purchase Order and Terms & Conditions to be covered are attached herein as **Exhibit D**.

C. TIME SCHEDULE

It is the NPD's intent to follow the following process and timetable, resulting in the selection of a vendor. At the discretion of NPD, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

Issue Invitation for Bids	Apr. 11 2024
Deadline for Submittal of Bids by 5:00 PM Mountain Standard Time	Apr. 29, 2024
Evaluation of submitted Bids	TBD
Notice of conditional selection and initiate award process (tentative)	TBD
Award by the Navajo Nation (tentative)	May 03, 2024

All proposals must be **received by 5:00 PM Mountain Daylight Time (MDT) on Monday, April 29, 2024**. 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.

D. SELECTION CRITERIA

NPD will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance. **SELECTION CRITERIA.**

CRITERIA	WEIGHT GIVEN
1. Response of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposer that will demonstrate the quality of services.	30 Points
2. Price	40 Points
3. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgement and efficiency of the Proposer.	10 Points
4. Product readily available, in-stock, ready to ship.	20 Points
Total Criteria Weight	100 Points

E. SCOPE OF WORK

The scope of work to be covered are attached herein as **Exhibit A**.

D. SPECIFICATIONS

See the following attachments for specifications for each class of vehicle and quantity required, including any exhibits. Bid price must meet minimum specification or exceed minimum specifications. Bid price must note any exceptions.

**NAVAJO POLICE DEPARTMENT - SPECIAL
OPERATIONS VEHICLE PURCHASE
BID Number: 24-04-3309SB
Vehicle Specifications**

<u>Vehicle Class</u>	<u>Description</u>	<u>Quantity</u>
2024	Jeep Grand Cherokee Laredo, 4WD, Silver	01
2024	Ram 1500, 4WD, Crew Cab, 4WD, Silver	01

EXHIBIT A

SCOPE OF WORK AND SERVICE

2024 Jeep Grand Cherokee Laredo, 4WD, Silver

1. 3.6 L Engine V6
2. 8-Spd Automatic Transmission
3. Four-Wheel Drive
4. Silver, Clear Coat
5. With Steering Wheel Control
6. Front/Rear Suspension – Multi-Link
7. Brakes – 4-wheel disc
8. 2 Additional Key Fobs
9. P245/70TR17 BSW AS Tires
10. Seating capacity – 5
11. AM/FM/Satellite-prep Radio
12. Uconnect w/Bluetooth
13. A declaration of standard equipment on the vehicle
14. Vehicle Scheduled Maintenance Service Contract
15. Vehicle scheduled maintenance to include
 - a. Routine oil changes, oil filter replacements, chassis lubrication and tire rotations. Fluid top offs to be included. Services shall be performed in accordance with the manufacturer's recommended maintenance schedule as detailed in the owner's manual. Timing intervals may be used. Service shall be at a dealer of choice by the **NPD**.
 - b. The minimum Service reimbursement cap shall be no less than \$50.00
 - c. Coverage to start the receipt of NPD's odometer mileage and the date of sale and shall extend to 10 services or when a plan expires by 9 years or when the vehicle reaches 150,000 miles, whichever occurs first.

16. Vehicle service coverage to provide comprehensive mechanical repair coverage for virtually every mechanical, electrical and electronic component installed or supplied by the vehicle manufacturer.
- a. Coverage for the following vehicle assembly group.
 - i. Engine: Cylinder block, heads and all internal engine parts, crankshaft bearings, crankshaft seals -front and rear, camshaft bearings, connecting rods and bearings, pistons, valve train, timing gears, timing gear chain/belt and cover, oil pump/oil pump housing, seal and gaskets, manifolds, flywheel, water pump, harmonic balancer, valve covers, oil pan, and engine mounts. To cover turbocharger/supercharger housings, internal parts, valves, seals and gaskets.
 - ii. Fuel Delivery Components: Fuel pump, EFI Sensors/control units, throttle body assembly, fuel pressure regulators, fuel sending unit, fuel injection pump, seals and gaskets.
 - iii. Transmission/Transaxle/Transfer case: Case and all internal parts, input/output shafts, automatic transmission clutches, bands, governor, thrust bearings, washers, seals and gaskets, torque converter, vacuum modulator, transmission mounts, transmission-mounted solenoid pack, electronic control unit and oil pan.
 - iv. Front wheel drive - Final drive housing, all internal parts, axle shafts, axle shaft bearings, constant velocity joints, axle housing, all internal parts, seals and gaskets, differential bearings, case, wheel bearings, axle/supports, front hub bearings.
Rear wheel drive -Axle shafts, axle shaft bearings, axle housing, all internal parts, seal and gaskets, differential side and pinion gears, differential limited slip, propeller shafts, universal joints, propeller shaft support bearings, yokes wheel bearings, locking hubs, rear axle hub bearings.
 - v. Steering: Gear housing and all internal parts, rack and pinion, power steering pump, electric power steering motor and control module, seals and gaskets.
 - vi. Suspension (Front and rear): Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, seals, stabilizer shaft, stabilizer links/bushings, radius arms, radius arm bushings.
 - vii. Brakes: Master cylinder, assist boosters, wheel cylinders, combination valve, disc calipers, seals and gaskets, pressure modulator valve/dump valve, ABS electronic brake control module (including pump motor and accumulator), ABS wheel speed sensors.
 - viii. Electrical: Starter motor and solenoid, alternator/generator, voltage regulator, wiring harness, manually operated switches, wiper motors, ignition switch (lock cylinder), electronic ignition control distributor, electronic instrument

cluster and diatonic displays, fuel gauge sending unit.

- ix. Vehicle manufacture installed air conditioner: Compressor, clutch and clutch bearing, pulley, condenser, evaporator, accumulator, high/low pressure compressor cut off switch, pressure cycling switch, expansion valve, orifice tube, receive dryer and temperature control programmer, seals and gaskets.

- b. A declaration of what is NOT covered under the maintenance or service coverage plans.

- c. Coverage to start the receipt of NPD's odometer mileage and the date of sale and shall extend to the purchased vehicle model year and a minimum of 150,000 miles.

2024 Ram 1500 Tradesman Crew Cab, 4WD, Billet Silver (140.5 in WB 5 ft 7 in box)

1. 4WD 3.6L V6 24V VVT Engine
2. 8-Spd Automatic 850RE Transmission
3. Billet Silver Metallic Clear Coat
4. Monotone Paint
5. Cloth 40/20/40 Bench Seat
6. Black
7. Utility Group
8. Anti-Spin Differential Rear Axle
9. Remote Keyless Entry with AllSecure
10. Mopar Black Tubular Side Steps
11. 2 Additional Key Fobs
12. Protection Group
13. 32 Gallon Fuel Tank
14. LT265/70R17E BSW A/T Tires
15. Trailer Tow Group
16. A declaration of standard equipment on the vehicle
17. Vehicle Scheduled Maintenance Service Contract
18. Vehicle Scheduled Maintenance to include:
 - a. Routine oil changes, oil filter replacements, chassis lubrication and tire rotations. Fluid top offs to be included. Services shall be performed in accordance with the manufacturer's recommended maintenance schedule as detailed in the owner's manual. Timing intervals may be used. Service shall be at a dealer of choice by the NPD.
 - b. The minimum service reimbursement cap shall be no less than \$50.00.
 - c. Coverage to start the receipt of NPD's odometer mileage and the date of sale and shall extend to 10 services or when a plan expires by 9 years or when the vehicle reaches 150,000 miles, whichever occurs first.
19. Vehicle service coverage to provide comprehensive mechanical repair coverage for virtually every mechanical, electrical and electronic component installed or supplied by the vehicle manufacturer.
 - a. Coverage for the following vehicle assembly group.
 - i. Engine: Cylinder block, heads and all internal engine parts, crankshaft bearings, crankshaft seals -front and rear, camshaft bearings, connecting rods and bearings, pistons, valve train, timing gears, timing gear chain/belt and cover, oil pump/oil pump housing, seal and gaskets, manifolds, flywheel, water pump, harmonic balancer, valve covers, oil pan, and engine mounts. To cover

turbocharger/supercharger housings, internal parts, valves, seals and gaskets.

- ii. Fuel Delivery Components: Fuel pump, EFI Sensors/control units, throttle body assembly, fuel pressure regulators, fuel sending unit, fuel injection pump, seals and gaskets.
- iii. Transmission/Transaxle/Transfer case: Case and all internal parts, input/output shafts, automatic transmission clutches, bands, governor, thrust bearings, washers, seals and gaskets, torque converter, vacuum modulator, transmission mounts, transmission-mounted solenoid pack, electronic control unit and oil pan.
- iv. Front wheel drive - Final drive housing, all internal parts, axle shafts, axle shaft bearings, constant velocity joints, axle housing, all internal parts, seals and gaskets, differential bearings, case, wheel bearings, axle/supports, front hub bearings.
Rear wheel drive -Axle shafts, axle shaft bearings, axle housing, all internal parts, seal and gaskets, differential side and pinion gears, dies or cone-limited slip, propeller shafts, universal joints, propeller shaft support bearings, yokes wheel bearings, locking hubs, rear axle hub bearings.
- v. Steering: Gear housing and all internal parts, rack and pinion, power steering pump, electric power steering motor and control module, seals and gaskets.
- vi. Suspension (Front and rear): Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, seals, stabilizer shaft, stabilizer links/bushings, radius arms, radius arm bushings.
- vii. Brakes: Master cylinder, assist boosters, wheel cylinders, combination valve, disc calipers, seals and gaskets, pressure modulator valve/dump valve, ABS electronic brake control module (including pump motor and accumulator), ABS wheel speed sensors.
- viii. Electrical: Starter motor and solenoid, alternator/generator, voltage regulator, wiring harness, manually operated switches, wiper motors, ignition switch (lock cylinder), electronic ignition control distributor, electronic instrument cluster and diatomic displays, fuel gauge sending unit.
- ix. Vehicle manufacture installed air conditioner: Compressor, clutch and clutch bearing, pulley, condenser, evaporator, accumulator, high/low pressure compressor cut off switch, pressure cycling switch, expansion valve, orifice tube, receiver dryer and temperature control programmer,

seals and gaskets.

- d. A declaration of what is NOT covered under the maintenance or service coverage plans.
 - e. Coverage to start the receipt of NPD's odometer mileage and the date of sale and shall extend to the purchased vehicle model year and a minimum of 150,000 miles.
20. Vehicle service coverage to provide comprehensive mechanical repair coverage for virtually every mechanical, electrical and electronic component installed or supplied by the vehicle manufacturer.
- a. Coverage for the following vehicle assembly group.
 - i. Engine: Cylinder block, heads and all internal engine parts, crankshaft bearings, crankshaft seals -front and rear, camshaft bearings, connecting rods and bearings, pistons, valve train, timing gears, timing gear chain/belt and cover, oil pump/oil pump housing, seal and gaskets, manifolds, flywheel, water pump, harmonic balancer, valve covers, oil pan, and engine mounts. To cover turbocharger/supercharger housings, internal parts, valves, seals and gaskets.
 - ii. Fuel Delivery Components: Fuel pump, EFI Sensors/control units, throttle body assembly, fuel pressure regulators, fuel sending unit, diesel fuel injection pump, seals and gaskets.
 - iii. Transmission/Transaxle/Transfer case: Case and all internal parts, input/output shafts, automatic transmission clutches, bands, governor, thrust bearings, washers, seals and gaskets, torque converter, vacuum modulator, transmission mounts, transmission-mounted solenoid pack, electronic control unit and oil pan.
 - iv. Front wheel drive - Final drive housing, all internal parts, axle shafts, axle shaft bearings, constant velocity joints, axle housing, all internal parts, seals and gaskets, differential bearings, case, wheel bearings, axle/supports, front hub bearings.
Rear wheel drive -Axle shafts, axel shaft bearings, axle housing, all internal parts, seal and gaskets, differential side and pinion gears, dies or cone-limited slip, properly shafts, universal joints, propeller shaft support bearings, yokes wheel bearings, locking hubs, rear axle hub bearings.
 - v. Steering: Gear housing and all internal parts, rack and pinion, power steering pump, electric power steering motor and control module,

- seals and gaskets.
- vi. Suspension (Front and rear): Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, seals, stabilizer shaft, stabilizer links/bushings, radius arms, radius arm bushings.
 - vii. Brakes: Master cylinder, assist boosters, wheel cylinders, combination valve, disc calipers, seals and gaskets, pressure modulator valve/dump valve, ABS electronic brake control module (including pump motor and accumulator), ABS wheel speed sensors.
 - viii. Electrical: Starter motor and solenoid, alternator/generator, voltage regulator, wiring harness, manually operated switches, wiper motors, ignition switch (lock cylinder), electronic ignition control distributor, electronic instrument cluster and diatonic displays, fuel gauge sending unit.
 - ix. Vehicle manufacture installed air conditioner: Compressor, clutch and clutch bearing, pulley, condenser, evaporator, accumulator, high/low pressure compressor cut off switch, pressure cycling switch, expansion valve, orifice tube, receive dryer and temperature control programmer, seals and gaskets.
- b. A declaration of what is NOT covered under the maintenance or service coverage plans.
- c. Coverage to start the receipt of NPD's odometer mileage and the date of sale and shall extend to the purchased vehicle model year and a minimum of 150,000 miles.

******END******

EXHIBIT B
FORM W-9
(Rev. 10-2018)

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	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.

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

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT C

Debarment and Suspension Form

**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 & CONDITIONS

EXHIBIT D

Purchase Order Terms and Conditions

4

- 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.