

**REQUEST FOR PROPOSAL  
NAVAJO NATION  
Environmental Protection  
Agency**

BID NUMBER 25-05-3686GC

**I. PURPOSE OF REQUEST.**

The Navajo Nation Environmental Protection Agency, Waste Regulatory Compliance Department, Leaking Storage Tank Program (NNEPA/WRCD/LSTP) is requesting proposals from qualified environmental remediation companies registered on the Navajo Nation Business Source list to perform a UST tank removal and remedial actions at a former fuel dispensing site. The specifications are outlined under the Scope of Goods and Services (Exhibit A). Proposals must be all inclusive for an out the door price. The selection will be based on overall price, services, performance and reliability of the proposers.

**II. TIME SCHEDULE.**

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

NNEPA/WRCD/LSTP issues RFP.	May 20, 2025
Deadline for Submittal of Proposals by 5:00 PM Mountain	June 20, 2025
Evaluation of submitted proposals	June 24, 2025
Notice of conditional selection and initiate award process (tentative)	June 27, 2025
Award by the Navajo Nation (tentative)	TBD

**III. INSTRUCTION FOR PROPOSERS.**

**A. All proposals\* must be addressed to:**

Delivery: Grace Coan, Buyer  
Purchasing Service Department  
Admin Building One  
Window Rock Boulevard  
Window Rock, Arizona 86515

Mailing: Grace Coan, Buyer  
Purchasing Service Department  
Post Office Box 3150  
Window Rock, Arizona 86515

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

delivery and mailing.

- B. All proposals must be in a sealed envelope and clearly marked **"NNEPA 25-05-3686GC"**. The name and address of the proposing vendor must be shown on the face of the envelope.
- C. Any questions or inquiries regarding the scope of work should be brought to the attention of

Warren J. Roan, Environmental Department Manager  
NNEPA/WRC Department  
928-871-7995  
[warrenjroan@navajo-nsn.gov](mailto:warrenjroan@navajo-nsn.gov)

- D. All proposals must be received by 4:30 PM on Friday, June 20, 2025. Proposals will not be accepted after this deadline. Two (2) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.
- E. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- F. The NNEPA will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- G. Proposal Submittal should include:
  - 1. A background description of the site including location, use of the facility, and a summary of any available tank and line leak detection results.
  - 2. Proposer must include in their RFP a list of three (3) commercial fleet client references that can be used as references. Selected organizations may be contacted to determine the quality of work and services provided. The references should be law enforcement agencies.
  - 3. Provide insight describing the certification and work experience for the key staff who would be assigned to provide the requested goods and services to the NNEPA. Please include specialization of the key staff.

4. Identify from what location the proposer will provide the goods and service to the NNEPA.
5. Describe systems and mechanisms that would be established to ensure timeliness of response to the NNEPA staff and good communication during and following the project. Specifically, identify how long will it take for the vehicle to be delivered upon receipt of a purchase order.
6. Describe systems and mechanisms that would be established for status reporting during the project.
7. Describe your preference for method of payment and your procedure for billing and other account requirements.
8. Provide specification sheets for your proposed base vehicle and specifications sheets of the proposed upfit of the base vehicle. This shall be used to determine the responsiveness of your proposal to the scope of work.
9. Proposal cost. Ensure the proposal cost sheet outlines the price of the vehicle, the upfit and any other related expenses as ONE-unit price extended to one vehicle. Provide a proposed unit cost for each critical incident police vehicle as outlined in the scope of work. This unit price should then be applied to the identified vehicle. Tax should be a separate line item.
10. The itemized breakdown of the proposals expenses should be available in the specifications exhibit.
11. License requirement. Please refer to Section VIII.
12. A completed W-9 Form (Exhibit B)
13. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)

#### IV. **SELECTION CRITERIA.**

The NNEPA 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.**

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

#### V. **SCOPE OF WORK.**

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

#### VI. **TERMS AND CONDITIONS.**

- A. The NNEPA reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The NNEPA reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NNEPA's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NNEPA reserves the right to use any non-proprietary information. No basis for claims against the NNEPA shall arise as a result of a response to this RFP or from the NNEPA's use of such information.
- D. The NNEPA reserves the right to award all or a portion of the required goods and services to more than one qualified proposer at the NNEPA's sole discretion.

- E. It is the intent of NNEPA to make this purchase using a Navajo Nation Purchase Order. The terms and conditions are attached as Exhibit D.
- F. After preliminary selection and prior to contract award, the NNEPA will meet with the Proposer to review procedures for appraisal of trade-in, invoicing, payment, reporting, if any, and monitoring contract performance.
- G. The NNEPA shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this RFP.
- H. The vehicle must be delivered in a timely manner. The bid price shall be F.O.B. to the Window Rock Fleet Management Office, Arizona. The vehicle shall be free from any purchase money or other lien or security interest.
- I. The Navajo Nation shall receive, at the time of delivery, all pertinent documents necessary for titling and licensing vehicles, documents include the Manufacture's statement of Origin, Odometer statement. The Navajo Nation will be responsible for registering the vehicle.
- J. Nothing in the RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
- K. The Navajo Nation is a sovereign government and all contracts entered into as a result of the RFP shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules and regulations.

## **VII. COMPENSATION**

- A. Present detailed information for the identified goods and services, inclusive of Navajo Nation sales tax (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this service purchase.
- B. Provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- C. In the event you have specific questions regarding the applicability of this tax, please contact the Office of the Navajo Tax Commission, Compliance Department at 928-871-6681.

- D. Payment by the NNEPA for the identified goods and services will only be made after the identified goods and services have been delivered and accepted by authorized NNEPA representatives. This includes all pertinent documents, including invoice and acceptance of the vehicle according to specifications.
- E. The NNEPA requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the NNEPA to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the NNEPA as described in Exhibit A.
- F. The total and all-inclusive cost of all the specified elements should be identified as a single line item.

#### **VIII. LICENSE REQUIREMENT**

- A. Proposer must be licensed in the Navajo Nation if performing the goods and services on the Nation or they must be licensed in the state where the goods and service will be provided.
- B. The Navajo Nation may require the proposer with which a contract is established, prior to the commencement of work, to provide evidence of appropriate professional liability insurance and worker's compensation coverage. Describe how you would provide and in what coverage amounts.

**EXHIBIT A**

**SCOPE OF  
WORK**

## **SCOPE OF WORK**

NAV 163 Former Mora's Gas Station  
Two (2) Underground Storage Tank (UST) Removal and all associated Product line piping,  
Vapor Vent Pipes, Fuel Dispensers, Sumps, and Soil Sampling  
Apache County, Ganado, Arizona

### **Contractor Responsibilities and Preparation**

Removal of a single compartmentalized (10,000-gallon compartmentalized Unleaded and 4,000-gallon Super Unleaded and a 4,000-gallon Diesel Underground Storage Tank), all associated product line pipes, vapor vent pipes, and gas dispensers and soil sampling.

1. Provide notification to and obtain and coordination with Navajo Nation Environmental Protection Agency Leaking Storage Tank Program before beginning work at site.
2. Create a Site-Specific Health and Safety Plan for each site including copies of current HAZWOPER certificates for all employees and subcontractors on site during UST tank removal.
3. Contact Navajo Tribal Utility Authority (NTUA) for all underground utilities and structures on site before tank removal.
4. Contact Navajo Nation Department of Water Resources (NNDWR) for Water Use Application form and the Well Drilling Permit application forms. Completed permit application forms and applicable fee payments and submitted to NNDWR.
5. Remove underground storage tank, liquid, and including Petroleum contaminated soil (PCS) removal.
  - a. Remove any liquids from the USTs for disposal prior to removal.
  - b. Inert the USTs prior to removal (Dry Ice and inerting gas).
  - c. Keep the vent pipes connected until the tank is fully purged or inerted of flammable vapors.
  - d. The contractor must provide a calibrated combustible gas indicator (CGI) meter for monitoring verification of O<sub>2</sub> less than 5% and LEL less than 10% before removing the USTs.
  - e. Evaluate the conditions of the USTs for corrosion and holes.
6. Soil Disposal and Backfilled
  - a. Excavated soil and clean soil should be segregated into two separate piles on site.
  - b. Compact excavated pit area with clean soil to match adjacent (existing) surfaces.
  - c. Certification of a clean backfill soil must be provided to NNEPA.
7. Removal of UST to a metal recycling facility to destroy USTs and Removal of PCS to state certified landfarming facility. Contaminated Soil Disposal to a State Certified landfarming facility. The PCS should be sampled for BTEX, PAHS, MTBE, and TPH gas and diesel.
8. Certification of Proper Disposal of the USTs and PCS.
  - a. Documentation from the tank recycling facility showing receipt of the USTs must be provided to NNEPA within 30 days of the UST removal as well as the manifest to confirm proper disposal,

### **Soil Samples**

NNEPA Inspection vehicle 25-03-  
3630SB



Collect soil samples from the removed underground storage tank area:

1. Identify soil sampling location in the excavated pit.
2. Take one soil sample from each of the four (4) sidewalls and four (4) at the base of the sidewalls.
3. Take three (3) soil samples from the base or 2 feet below the USTs on each end and the middle.
4. Collect soil samples every 10 feet in the product line trench.
5. Containerize the samples in glass sample jar(s), seal with Teflon-coated lids, and place the jar on ice.
6. Deliver samples with completed chain-of-custody documentation to the laboratory.
7. A state certified Laboratory facility shall analyze each sample for BTEX (benzene, toluene, ethylbenzene, and ortho-, meta-, and paraxylenes, PAHs (polycyclic aromatic hydrocarbons), MTBE (methyl-tert-butyl-ether) and TPH (total petroleum hydrocarbons) using USEPA methods 8021 or 8260.

**Underground fuel tank removal and disposal shall comply with the following:**

1. United States Environmental Protection Agency (USEPA), 40 CFR Part 280 and Part 281. 2. United States Environmental Protection Agency (USEPA), Test Methods for Petroleum Hydrocarbons.
2. Navajo Nation Environmental Protection Agency (NNEPA) Section III. Contaminants of Concern Analytical Requirements.
3. The Occupational Safety and Health Administration (OSHA) OSHA 29 CRR 1910.120 requirements should be maintained by the contractor.
4. All UST closures must be performed by a qualified, properly licensed and insured contractor with equipment adequate to safely remove the UST system components.
5. Have the proper equipment available on-site for removal and transportation of the UST.
6. A phone number to reach the Project Manager should be available directly throughout the closure process.

### **Submittal of Written Reports**

UST Closure Assessment Report Checklist.

1. A background description of the site including location, use of the facility, and a summary of any available tank and line leak detection results.
2. A detailed site map showing the location of all former or existing USTs, product and vapor line pipelines, dispensers, buildings, utilities, and any other pertinent site features.
3. Descriptions of all USTs and product pipelines closed including size, construction type, depth to tank bottom, age and stored material.

4. A description of the condition of the USTs and product pipelines including extent of corrosion, identification of any holes and any other indication of leakage. Photographic documentation of the condition of each UST and/or product pipeline removed.
5. A description of soil contamination, including visual and olfactive observations, field screening and laboratory analytical methods used and all results.
6. A description and sample of groundwater encountered in the excavation zone including depth to water and appearance with respect to the presence of any sheen or free product.
7. Description of the management of all excavated contaminated soil, including proper cover while stockpiled on-site and documentation of proper disposal.
8. Documentation of proper disposal of the tank(s). Any other information or documentation required to complete the tank closure assessment.
9. Conclusions as to whether a release has occurred and recommendations for further investigations and/or remediation.
10. A statement signed by the registered professional Engineer, or the Certified Professional Geologist, or the registered professional geologist, who prepared the report or who directly supervised preparation of the report, certifying the accuracy of the information contained in the report.

Within 30 days after the USTs are removed from the site, the contractor should submit an electronic digital copy and a USB Drive of the results of the tank closure report to:

Tanya Yazzie, Environmental Program Supervisor  
Navajo EPA Storage Tank Program/Leaking Storage Tank Program  
P.O. Box 3089  
Window Rock, AZ 86515

Graham Biggs, Physical Scientist  
Underground Storage Tanks Program  
Land, Chemical & Redevelopment Division  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street (LND-4-3)  
San Francisco, CA 94105

Leonard Francisco, Jr., Program Manager II  
Navajo Nation Department of Economic Development  
Fort Defiance Regional Business Development Office  
P.O. Box 663  
Window Rock, AZ 86515

Qualified vendors may obtain the Scope of Work from the Navajo Nation Environmental Protection Agency, Leaking Storage Tank Program office, Post Office Box 3089 Bldg. 6656 Morgan Blvd., Window Rock, AZ 86515. Requests for SOW will be received by NNEPA from May 27-June 6, 2025. Each request shall be in writing on a company letterhead.

Interested qualified vendors, whether or not they have requested a SOW, are required to attend a pre-proposal meeting on Tuesday, June 10, 2025, at 10:00 A.M. Daylight Saving Time (DST), at the

NNEPA Inspection vehicle 25-03-  
3630SB

NNEPA Leaking Storage Tank Conference Room, Morgan Blvd. Building No. 6656 (behind the Navajo Nation Staff Development and Training Center).

Closing: Sealed proposals are due no later than Friday, June 20, 2025, by 4:30 P.M. (DST) at the Storage Tank Program office. No faxed or e-mailed proposals will be accepted. The sealed proposals shall conform to the specifications given at the pre-proposal meeting. Any proposal received after the stated time will be returned to the sender unopened.

Sealed bids will be opened on Tuesday, June 24, 2025, at 9:00 A.M. (DST) at the NNEPA Leaking Storage Tank Conference Room in the presence of a designated representative from the Regional Business Development Office, Navajo Nation Division of Economic Development.

**EXHIBIT B**

**FORM W-9**

**(Rev. 10-2018)**

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://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.	<b>1</b> 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.)		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) . . . . . <b>Note:</b> 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) . . . . .	<b>4</b> 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.)	
	<b>3b</b> 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"/>		
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
<b>6</b> City, state, and ZIP code			
<b>7</b> 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

**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.

<b>Sign Here</b>	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](http://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**

**NAVAJO NATION CERTIFICATION**  
**Regarding Debarment, Suspension, and**  
**Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
  - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
  - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
  - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
  - D. Violated contract provisions, including:
    - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
    - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
    - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant’s request for consideration for a business opportunity.

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Name of individual signing on Applicant’s behalf (print)

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Title of individual signing on Applicant’s behalf

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Signature of individual signing on Applicant’s behalf

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Date



# **EXHIBIT D**

## **Purchase Order Terms and Conditions**

# EXHIBIT D

- 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, the 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.