



NAVAJO POLICE DEPARTMENT
Office of the Chief of Police
P.O. Box 3360
Window Rock, AZ 86515

April 01, 2024

**REQUEST FOR PROPOSALS # 24-03-3292SB
PURCHASE OF A NEW Lenco BEARCAT RESCUE VEHICLE G3**

THIS IS NOT AN ORDER

DATE ISSUED: April 01, 2024

SEALED BIDS WILL BE RECEIVED AT:

THE NAVAJO NATION
Purchasing Services Department
Administration
Building #1 – 1st Floor
Attn: Purchasing Section
Window Rock Blvd
Window Rock, AZ 86515

BID DUE DATES:

**April 17, 2024 BY 5:00 PM DST
ANY BIDS RECEIVED AFTER THIS
DATE/TIME WILL NOT BE
ACCEPTED**

The Navajo Police Department (NPD) is soliciting bids from interested parties to provide the equipment specified herein. Interested parties are invited to submit a bid to supply said items to NPD. Bids must be submitted on the bid form contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 24-03-3292SB clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

NPD reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the Navajo Nation.

NPD shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the NPD.

NPD may award a contract resulting from this solicitation to the responsive offeror whose offer conforming to this solicitation will be the most advantageous to the NPD. NPD may reject any or

all offers if such action is in the best interest of NPD, and waives informalities and minor

irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.


This solicitation is not to be construed as a commitment of any kind nor does it commit the NPD to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract.

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Navajo Police Department to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

Please direct all responses and/or questions concerning this invitation to bid to Commander Donnie C. Kee or Harlan Cleveland, Special Operations Coordinator, Navajo Police Department, P.O. Box 3360 Window Rock, AZ 86515, email address donniekee@navajo-nsn.gov and hcleland@navajo-nsn.gov.

Sincerely,



Daryl T. Noon
Chief of Police
Navajo Police Department

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REQUIRED DOCUMENTS

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. Cost Schedule
2. **Three (3) COPIES OF THE PROPOSAL ARE REQUIRED:** The original and two (2) copies of the proposals must be delivered and in a seal 10 x 14 manila envelope. The outside of the envelope should be clearly marked with the project name, “**NPD- LENCO BEARCAT RESCUE VEHICLE G3, RFP# 24-03-3292SB**”, and the name and address of the vendor submitting the proposal must be on the face of the envelope. In the lower left corner indication Priority # 1 or 2 if applicable. No facsimile electronic or telephone proposals will be accepted.

APPENDIX A

MINIMUM QUALIFICATIONS

The items to be purchased through this bid are critical to the operation of the Navajo Police Department, any vendor who responds to this bid must meet the following minimum qualifications in order to be considered responsive:

- 1.) Be the original manufacturer, be the distributor / dealer authorized by the manufacturer that routinely maintains an inventory of the requested product as part of its normal business and is authorized by the original manufacturer to serve.
- 2.) Have the authority and capacity to provide full support for all product warranties, including technical "trouble shooting" support.
- 3.) Be able to provide audited financial statements demonstrating the financial ability to meet the requirements of any order that may result from this solicitation.

The NPD may conduct an inspection of the supplier's facility to include its offices and inventory of the items being solicited prior to contract award. All bids submitted in response to this invitation to bid must be signed by an individual with the legal authority to submit the offer on behalf of the company. Bids received from manufacturers/suppliers that do not meet these qualifications will not be considered

APPENDIX B

SPECIFIC TERMS AND CONDITIONS

Any contract resulting from this Invitation to Bid shall incorporate the following terms and conditions contained in this bid package.

Method of Bidding: Bids must be submitted in the spaces provided on the bid sheets of this invitation in accordance with the conditions of bid as stated herein. The bid will not be considered to be complete unless all spaces have been filled in. Consideration for award will be provided to complete bids only. If a bidder wishes to supply additional information, it may include same along with the bid in the sealed bid envelope.

Navajo Police Department Rights in Regards to Bid: The Navajo Police Department reserves the right to reject any of all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

Bidder's Terms and Conditions: Prospective bidders are cautioned to pay particular attention to this clause. Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Navajo Police Department to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

Assignment: The agreement to be established as a result of this solicitation shall not be assigned by the contractor in whole or in part without the express written consent of the Navajo Police Department, nor shall the contractor have the right to authorize or permit the use of the Navajo Police Department's equipment or service facilities by third parties without the express written consent of the Navajo Police Department.

Hold Harmless: The contractor shall indemnify the Navajo Police Department against liability and hold it harmless from loss in respect to any and all claims and demands whatsoever rising out of the performance of this agreement, save and except the contractor shall not be liable for acts of negligence of Navajo Police Department employees acting within the scope of their employment. The Navajo Police Department shall not be liable for any costs incurred by the bidder in bid preparation.

F.O.B. Point: All prices quoted shall be F.O B. Navajo Police Department – Office the Chief of Police, Window Rock, AZ.

Performance Assurances: Before final award of any contract as a result of this Invitation to Bid, awarded vendor will be required to make adequate assurance of performance in the form of verifiable information to the contract officer. Failure to make adequate assurance shall by signature of this bid render the vendor's bid non-responsive to this Invitation.

Addenda: The NPD procurement officer will attempt to notify all who are known to have received the solicitation documents if any amendments are issued, but it shall be the bidder/offerors responsibility to ascertain prior to submitting a bid/proposal that he/she has received all addenda issued

Delivery Date: Your bid should indicate the earliest firm delivery date after receipt of award. NPD shall fully expect the successful contractor to completely satisfy contract performance requirements in accordance with firm delivery dates offered in the Cost Schedule.

Note: Each bidder shall indicate compliance or exception to each specification item individually in the bid response.

Incurred Costs: The issuance of a solicitation does not obligate NPD to pay for any bid/proposal preparation costs incurred by bidders/offerors and does not obligate NPD to award a contract for supplies/services. All costs incurred as a result of a solicitation or contract negotiations resulting from a solicitation, including travel and personal expenses, are the sole responsibility of the bidder/offeror.

Availability of Funds: NPD's obligation under any contract is contingent upon the availability of funds to pay for contract purchases. No legal liability on the part of NPD may arise until funds are made available for a contract and until the Contractor receives written notice of such availability from the procurement officer. Signature by an authorized NPD representative on the contract award document constitutes written notice of availability of funds.

Public Information: All submitted bids/proposals will be considered confidential until notice of intent to award is issued. After notice of intent to award is issued, all bids/proposals will become public information.

Price: NPD shall receive the benefit of any general reduction in bidder's/offerors price prior to the delivery of supplies or services and in no event shall NPD be charged higher prices than bidder's/offerors similar customers who purchase substantially similar supplies or services under substantially similar circumstances. All prices bid shall be exclusive of any federal, state, or local taxes from which NPD is exempt.

The bidder shall list any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation on an attached page.

APPENDIX C
SPECIFICATIONS

LENCO BearCat Rescue Vehicle G3

Vehicle Chassis:

1. Base OEM vehicle shall be a NEW.
2. Ten (10) speed or greater HD Automatic Transmission with Select Shift.
3. Power brakes w/4-wheel anti-lock.
4. Wheelbase: Maximum length of 132 inches, Minimum Length 126 inches. (Must include drawing that verifies wheelbase length). -OEM disclaimers are irrelevant.
5. Crew area floor height distance to ground maximum 41 inches

Vehicle interior:

6. Tilt Steering Wheel.
7. Two (2) Front Seats with Heavy Duty Fabric (Driver Seat Armrest).
8. Minimum of Fourteen (14) USB charging ports.
9. In-dash OEM AM/FM Radio.
10. OEM AC/Heat for the front drivers' area
11. Cup Holders in front and rear.
12. Front and Rear HD Floor Mats.
13. Heavy Duty Tie Down/Tie off Points in the Interior.
14. Minimum of a Five (5) lb. Fire Extinguisher on Board.
15. Eight (8) Interior Red & White LED Dome Lights for rear passenger area and cab area.
16. Custom made Console – must contain amenities for future installation of Police Radios.
17. Three (3) position observation stand. (Must provide video of observation stand, in operation and set at each of the three (3) positions.
18. Seating for (2) front and (10-12) rear with rear bench seats, bench seat minimum length 72 inches per side, (must provide drawing to verify length).

Vehicle Body:

19. Forward Opening Two (2) Front Doors and two (2) side doors with auto hold out, and foot tap release (Must include video demonstration of auto hold out system and foot tap release in operation).
20. Double Rear Doors that can be locked open at 180 degrees or 90 degrees.
21. Heavy Duty Battle Bolts/door locking system on all Doors including Rear Double Doors.
22. Emergency Exit Door-lock Override.
23. Multiple Tow/Pull Points on Front and Rear.
24. Non-Slip Surface Grip Tape on the Roof.

APPENDIX C

25. Exterior Grab Handles on Roof front to Rear.
26. Exterior Grab Handles on Side Walls full length of vehicle.
27. Running Boards must be Military Specifications armor plate, Side and Rear minimum 11.5 inches deep.
28. Side Running Boards with Weight Capacity of 3,000 lbs. individually (engineering documentation supporting weight capacity mandatory).
29. Rear Running Boards with Weight Capacity of 2,500 lbs. individually (engineering documentation supporting weight capacity mandatory).
30. Bolt-On Running Boards are prohibited.
31. Heavy Duty LED Headlights
32. Brush/Debris Protection over Headlight Area (does not have to be ballistic protection).

Vehicle Performance

33. Armored Vehicle Aberdeen Performance Tested or U.S. equivalent with minimum 36.8-degree side slope (must provide documentation, test results must be within the last 20 years).
34. Armored Vehicle Aberdeen Brake Performance Testing or U.S. Equivalent (must provide documentation, results no older than 20 years)

35. Paved Surface Requirements
 - 20 mph stopping distance maximum 27.5 feet
 - 40 mph stopping distance maximum 97.5 feet
 - 60 mph stopping distance maximum 230.5 feet

36. Secondary Road requirements
 - 20 mph stopping distance maximum 27.5 feet
 - 30 mph stopping distance maximum 51.5 feet
 - 35 mph stopping distance maximum 83.5 feet

Vehicle Ballistics

37. Ballistic Protection
 - US Government Ballistic Certification for Armor Plate used in vehicle construction.
 - 0.50 Caliber M2 Defeat Capability to include all vertical panels including front fenders around engine compartment
 - 0.5 inch thick Military Specifications Steel Vertical Panels
 - Multi-Layer Armor Systems with Tubular Framing are NOT permitted.
 - Defeats 10 Rounds 0.50 Cal M2 (3rd party test lab verification document required)
 - One-Piece Single Layer 0.5 inch Military Specifications Steel Side Walls that extend from front corner to rear corner. (Must include photo of one-piece sidewall).

APPENDIX C

38. All Windows Exceed NIJ IV, Defeat 0.50 Caliber M2 and 0.30 Caliber AP
 - Ballistic Windows 2.5" Maximum Thickness.
 - Must provide ballistic test lab evidence for transparent armor to defeat (1) 20 mm FSP Artillery Round.
 - Must provide ballistic test lab evidence for transparent armor to defeat (3) rounds on 120 mm triangle of 7.62 x 51-mm, 150-grain M61 AP.
39. Two (2) Piece Front Windshield minimum; (1) Piece Windshields not permitted.
 - All Doors, All Windows Overlapped with 0.5-inch-thick Military Specifications Steel
 - Crew Area minimum of (4) Ballistic Windows on side walls, minimum size 10" by 24" (must provide drawings validating rear window dimensions).
40. Armor may not exceed 534 Brinell Hardness.
41. Blast Resistant Floor Material, Military Specifications Steel 0.25 inch minimum.
42. Fully Armored Hood Traditional Opening Hood with safety rod.
43. Roof Hatch must open and close with one hand; must be counter balanced (must include video demonstration)
44. Floor and Fuel Tank minimum 0.25 inch Military Specifications steel.
45. Emergency Lighting
 - Two (2) Forward Facing LED Lights, Red and Blue in front bumper area
 - Two (2) Rear-facing Red and Blue
 - Wig Wag Headlights Front
 - Alternating Lights Rear
46. Stealth switch to disable brake lights and backup lights.
47. 200 Watt Siren with PA with Speakers behind bumper wall, not exposed to potential damage in a ramming event.

Additional Equipment:

- V8 Diesel 6.7 Liter or greater.
- VSP Style Low Profile & Scene Lighting Pkg
- Roof Mounted Remote Control Spot Light – LED
- Take Down Light (Bumper Mounted)
- Total of Six (6) doors (to include 2 rear 50-50 split rear barn doors).
- Thirteen (13) Total Gun ports (11) minimum must be Seven-inch (7") Vertical for Rifle Optics, gun ports must be 0.5 inches thick made of Military Specifications 46100; 0.25 inch thick gun ports are not permitted.

APPENDIX C

- 4 Wheel Off Road Upgrade with Run Flat Tires and upgraded suspension package.
- Hydraulic Adjustable Ram Bar 2-piece, minimum length 148.25 inches and fully extended minimum height 133 inches (Must include drawing showing system with dimensions verifying it meets minimum requirements. Video of system ramming through cement block wall also mandatory).
- Rear A/C – Heating system to include ceiling mounted Evaporator and Heater Core. To work in tandem with the OEM Compressor and Condenser
- Electric Power Mirrors.
- 360 Camera System
- Color & Thermal Camera w/Controller, Front and Rear Monitor
- Back-up Camera System with Monitor. Radio Prep Package to include police antenna mounted to roof and wired into console.
- Weapons Mount
- Intercom System; Inside and Outside
- (2) Roof Mounted Remote Control Spot lights with internal electronic controls
- Front Bumper Area mounted Take Down Light.
- Vehicle exterior color to be lusterless black.
- Vehicle emergency lights to be Red and Blue.

APPENDIX D
COST SCHEDULE

A bidder's failure to provide the information requested in this appendix will be cause for rejection of the offer on the basis of non-responsiveness. All prices quoted must be F.O.B. Navajo Police Department – Office the Chief of Police, Window Rock, AZ 86515. The equipment must comply with the specifications as spelled out in appendix C.

<u>Description</u>	<u>QTY</u>	<u>Price</u>
<i>BearCat per Appendix C: Lenco BearCat Rescue Vehicle G3</i>		
1. Lenco BearCat G3	1	\$ _____
2. Delivery Cost	1	\$ _____
TOTAL PURCHASE COST		\$ _____

Delivery Date:

NPD shall fully expect the successful contractor to completely satisfy contract performance requirements in accordance with firm delivery dates offered in the Cost Schedule.

Delivery Date: _____

AWARD CRITERIA: An award will be made to the low, responsive, responsible bidder that meets the requirements as set forth in the specifications and compliance thereof. The Navajo Police Department reserves the right to determine that all offered materials will serve the application intended. Award will be made in the aggregate. The bid award is contingent on the availability of Navajo Police Department funds.

Should the awarded contractor/vendor not meet the delivery date originally offered with its bid, liquidated damages may be assessed as follows: The cost of for the weekly rental of similar type of equipment if needed.

NON-COLLUSION AFFIDAVIT: The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

CITY, STATE, ZIP

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-EMAIL

APPENDIX E

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.	<p>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.)</p> <hr/> <p>2 Business name/disregarded entity name, if different from above.</p> <hr/> <p>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.</p> <p> <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) _____ </p> <p>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"/></p>
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>
	Requester's name and address (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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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 85%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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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

APPENDIX F
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

APPENDIX G
PURCHASE ORDER TERMS AND CONDITIONS

Purchase Order Terms and Conditions

- A. **DELIVERY.** Delivery must be made within thirty (30) days from receipt of this purchase order unless otherwise specified. Time is of the essence and if goods are not delivered within the time specified, the Navajo Nation may reject such goods and cancel the order. Acceptance of later or defective deliveries shall not be deemed a waiver by the Navajo Nation of its right to cancel this order or to refuse to accept further deliveries. The purchase order number, account and project numbers must be shown on all packages, packing slips, invoices and correspondence relating to the order. **BACKORDERS WILL BE ALLOWED ONLY UPON AGREEMENT WITH THE PURCHASING DEPARTMENT.**
- B. **F.O.B POINT.** All prices offered herein are F.O.B. destination (on the Navajo Reservation) unless otherwise specified.
- C. **REQUIREMENT FOR WRITTEN PURCHASE ORDER.** Shipments will not be accepted and invoices will not be honored unless a valid purchase order in writing, has been issued to the vendor by the Purchasing Section of the Navajo Nation.
- D. **TERMS AND ACCEPTANCE.** This order becomes a contract (1) when a signed acknowledgment is received by the Navajo Nation, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when written approval is given vendor by the Navajo Nation of the price and delivery schedule of the goods as stated by vendor if vendor's written acknowledgment of this order contains either (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which the Navajo Nation's approval applies. Except as provided in the preceding sentence, a condition of this order is that any provisions printed or otherwise contained in any acknowledgment of this order, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that the vendor by such acknowledgment thereby agrees that any such provision therein or any such alteration in this order shall not constitute any part of this contract of purchase and sale. This contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.
- E. **BILLING.**
1. Submit original invoice(s) and 2 copies to the Accounts Payable Section, The Navajo Nation, P.O. Drawer 1660, Window Rock, AZ 86515. **DUPLICATE INVOICES WILL NOT BE HONORED.**
 2. Invoicing must be itemized as to items, quantities, unit prices and extended amounts.
 3. Submit a separate invoice for each purchase order. Do not combine invoicing for more than one purchase order.
 4. Invoices must be submitted immediately upon shipment.
 5. Where pricing differences or discrepancies exist between the purchase order and the invoice submitted, the purchase order will prevail. The purchaser reserves the right to accept or reject all quantities delivered not in compliance with the purchase order specifications or in excess of the quantities specified herein.
- F. **CASH DISCOUNT.** The term of any cash discount will be computed from the date of receipt and acceptance of the goods or services procured hereunder, or from the date of receipt of a correct Original invoice, whichever is later.
- G. **TAXES.** Except as may be otherwise provided in this order, the contract price includes all applicable federal, state, Indian and local taxes. In addition, the Navajo Nation claims the transaction is in any event immune from state and local sales, gross receipts, use, compensating and transaction privilege taxes under federal Indian law. Vendor expressly warrants that the contract price does include any allowance for state and local sales, gross receipts, use, compensating and transaction privilege taxes. The Navajo Nation will not reimburse or pay vendor any state and local sales, gross receipts, use, compensating and transaction privilege taxes unless the following conditions are met:
1. A governmental authority asserts a liability for such taxes against vendor has not and will not concede its liability for such taxes except as provided in Paragraph G.3(below); and
 2. The Navajo Nation at its expense is given the full opportunity to contest the liability for such taxes for and on behalf of vendor and with vendor's full cooperation; and
 3. A final determination has been made that vendor is liable for such taxes or the Navajo Nation decides it does not wish to contest vendor's liability for such taxes further.
- H. **FAIR LABOR STANDARDS ACT.** Vendor must certify that goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
- I. **NAVAJO PREFERENCE.** If this purchase order is issued to a vendor claiming preference under the Navajo Nation Business Preference Law, then acknowledgment and/or delivery against this order shall constitute certification of current compliance, on the part of the vendor, with all applicable provisions of this Law.
- J. **CHOICE OF LAW.** The laws of the Navajo Nation will govern the interpretation, construction and enforcement of this Purchase Order, including, without limitation, the Navajo Uniform Commercial Code.
- K. **CHOICE OF FORUM.** Subject to the limits of applicable law, e.g., 1. Navajo Tribe Code at 202., 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.