

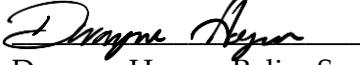


The Navajo Nation
Yideeskáadi Nitsáhákees

DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

MEMORANDUM

TO : ALL BIDDERS

FROM : 
Dwayne Hogue, Police Sergeant
Auxiliary Services, Navajo Police Department

DATE : August 7, 2025

SUBJECT : RFP No. 25-07-3806GC

Notice is hereby given with Addendum one (1) to Request for Proposal RFP# 25-07-3806GC Upfit vehicles to police package vehicle with new due date and change of scope of work to posting of the RFP. There are new due dates for the different elements in the schedule and the changes to the scope of work.

1. RFP SCHEDULE DEADLINE:

ORGINIAL DATES: Deadline:	August 15, 2025
Evaluation:	August 19-23, 2025
Notice of award:	August 23, 2025
Award of contract:	December 26, 2025

NEW SCHEDULE DATES:	
Deadline:	August 22, 2025
Evaluation:	August 25-27, 2025
Notice of award:	August 29, 2025
Award of contract:	December 31, 2025

2. RFP SCOPE OF WORK:

ORGINIAL SCOPE OF WORK: EXHIBIT A

EXHIBIT A

SCOPE OF WORK AND SERVICE

The Navajo Police Department is seeking to upfit nine vehicles to patrol vehicles from an authorized and fully certified licensed technicians that meets all the standards and qualifications from the vehicle manufacture in terms of facilities, equipment, parts, tools and training to handle all required services. All of the vehicles will be fully up-fitted for police service to include prisoner compartment, rear interior and top exterior light bar, marked with NPD graphics. See attached Exhibit "A" for complete up-fit specifications. Vehicles must be delivered in a timely manner as bid evaluation will be based on most responsive bid in accordance to specifications and criteria. See requirements and specifications outlined below.

The Navajo Police Vehicle will be used by commissioned Police Officers in the performance of their duties. The commissioned personnel will provide police services to the communities within the exterior boundaries of the Navajo Nation and will travel on and off the Navajo Nation if needed, in the performance of their official duties and responsibilities. The vehicle will be a full-size, SSV Police package, sport utility vehicle (SUV) equipped with 4x4 capabilities, a solid color and up-fitted for police services.

Police Up-fit:

Patrol wire harness
Front grill lights: Red/Blue/ White
Passenger side Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.
Drivers side. Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.
Headlight light flasher
Spot light
Taillight flasher
Rear Interior light bar and top exterior light bar
Rear directional control bar
LED under mirror light RED/White, Blue/White.
Outer edge pillar lighting
Dome light in prisoner area
Radio, speaker and antennas
Siren with 100w siren speaker w/ control head
Center Console and accessories
22" Storage console Faceplates
2 DC outlets and USB
Magnetic microphone mounts
Mic clip and mounting plate assembly magnetic.
Adjustable swivel arm rest
Beverage holder with rubber pieces
Stream-light stinger flashlight with DC Charger installed
AR-15 and Shot gun gun mount with universal lock
Partition with sliding window
Welded window bar Window barrier steel horizontal
Rear window diamond punch
Prisoner containment with front and back partition
TPO door panels black-fits over OEM.
Antenna cable
Cell booster
NPD Graphics package

25-foot radio coax cable kit.
DC outlets and USB port.
Rear vault storage with "T" handle locks
Laptop cradle (GeTac) with power supply
Any other equipment for a basic patrol up-fit.
For the up-fit, must be Emergency Vehicle Technician Certified
All floor charges, installation and programming labor, shop supplies and shipping to be built into the completed unit price for each vehicle.

NEW SCOPE OF WORK: EXHIBIT A

EXHIBIT A

SCOPE OF WORK AND SERVICE

The Navajo Police Department is seeking to upfit nine vehicles to patrol and K-9 patrol vehicles from an authorized and fully certified licensed technicians that meets all the standards and qualifications from the vehicle manufacture in terms of facilities, equipment, parts, tools and training to handle all required services. All of the vehicles will be fully up-fitted for police service to include prisoner compartment, rear interior and top exterior light bar, marked with NPD graphics. See attached Exhibit "A" for complete up-fit specifications. Vehicles must be delivered in a timely manner as bid evaluation will be based on most responsive bid in accordance to specifications and criteria. See requirements and specifications outlined below.

The Navajo Police Vehicle will be used by commissioned Police Officers in the performance of their duties. The commissioned personnel will provide police services to the communities within the exterior boundaries of the Navajo Nation and will travel on and off the Navajo Nation if needed, in the performance of their official duties and responsibilities. Vehicles have been purchased already and only need the upfit as described.

3 Police Up-fit:

Patrol wire harness
Front grill lights: Red/Blue/ White
Passenger side Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.
Drivers side. Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.
Headlight light flasher
Spot light
Taillight flasher
Rear Interior light bar and top exterior light bar
Rear directional control bar
LED under mirror light RED/White, Blue/White.
Outer edge pillar lighting
Dome light in prisoner area
Radio, speaker and antennas

Siren with 100w siren speaker w/ control head
 Center Console and accessories
 22" Storage console Faceplates
 2 DC outlets and USB
 Magnetic microphone mounts
 Mic clip and mounting plate assembly magnetic.
 Adjustable swivel arm rest
 Beverage holder with rubber pieces
 Stream-light stinger flashlight with DC Charger installed
 AR-15 and Shot gun mount with universal lock
 Partition with sliding window
 Welded window bar Window barrier steel horizontal
 Rear window diamond punch
 Prisoner containment with front and back partition
 TPO door panels black-fits over OEM.
 Antenna cable
 Cell booster
 NPD Graphics package
 25-foot radio coax cable kit.
 DC outlets and USB port.
 Rear vault storage with "T" handle locks
 Laptop cradle (GeTac) with power supply
 Any other equipment for a basic patrol up-fit.
 For the up-fit, must be Emergency Vehicle Technician Certified
 All floor charges, installation and programming labor, shop supplies and shipping to be built into the completed unit price for each vehicle.

6 K-9 Police Up-fit:

Patrol wire harness
 Front grill lights: Red/Blue/ White
 Passenger side Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.
 Drivers side. Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.
 Headlight light flasher
 Spot light
 Taillight flasher
 Front and rear Interior light bar.
 Rear directional control bar
 LED under mirror light RED/White, Blue/White.
 Outer edge pillar lighting
 Dome light (white and Red) in prisoner and K-9 area
 Radio, speaker and antennas
 Siren with 100w siren speaker w/ control head
 Center Console and accessories
 22" Storage console Faceplates
 2 DC outlets and USB
 Magnetic microphone mounts
 Mic clip and mounting plate assembly magnetic.

Adjustable swivel arm rest
Beverage holder with rubber pieces
Stream-light stinger flashlight with DC Charger installed
Welded window bar Window barrier steel horizontal
Rear window diamond punch
K-9 containment on rear driver side with access door on the front center for officer
K-9 air conditioner window mount on driver side window.
Single prisoner containment with front and back partition
TPO door panels black-fits over OEM.
Antenna cable
Cell booster
NPD Graphics package (Ghost Decals)
25-foot radio coax cable kit.
DC outlets and USB port.
Rear vault storage with "T" handle locks
Laptop cradle (GeTac) with power supply
Any other equipment for a basic patrol up-fit.
For the up-fit, must be Emergency Vehicle Technician Certified
All floor charges, installation and programming labor, shop supplies and shipping to be built into the completed unit price for each vehicle.

All other RFP requirements and proposal format remain unchanged.

If you have any questions, I can be reached at (928) 637-5826 or dhogue@navajo-nsn.gov. Thank you.

**REQUEST FOR PROPOSAL
NAVAJO POLICE DEPARTMENT
UPFIT VEHICLES TO POLICE PACKAGE VEHICLE**

BID NUMBER. RFP 25-07-3806GC

I. PURPOSE OF REQUEST.

The Navajo Police Department (NPD) is requesting proposals for a police up-fit sports utility vehicle with the specifications outlined under the Scope of Goods and Services (Exhibit A). Proposals must be all inclusive for an out the door price up-fit nine (9) Vehicles to police packages on Sport Utility Vehicles. The selection will be based on overall price, services, performance and reliability of the proposers. The NPD's needs are outlined in the following Request for Proposal ("RFP").

II. TIME SCHEDULE.

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

NPD issues RFP.	August 1, 2025
Deadline for Submittal of Proposals by 5:00 PM Mountain	August 15, 2025
Evaluation of submitted proposals	August 19-23, 2025
Notice of conditional selection and initiate award process (tentative)	August 23, 2025
Award by the Navajo Nation (tentative)	December 26, 2025

III. INSTRUCTION FOR PROPOSERS.

A. All proposals* must be addressed to:

Delivery: Grace Coan, Buyer
Purchasing Service Department
Admin Building One
2559 Window Rock Boulevard / 1ST FLOOR
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 "NPD

UPFIT NINE VEHICLES TO POLICE PACKAGE. RFP 25-08-3806GC". 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

Dwayne Hogue, Police Sergeant
Auxiliary Services- Headquarters
Navajo Police Department
928-637-5826
dhogue@navajo-nsn.gov

- D. All proposals must be received by 5:00PM Mountain on Friday, August 15, 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 NPD will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- G. Proposal Submittal must include:
1. Description of the proposers' experience and capabilities in delivering the requested goods and services to government, corporate or law enforcement agencies. Delivery to law enforcement agencies should be emphasized.
 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 NPD. Please include specialization of the key staff.
 4. Identify from what location the proposer will provide the goods and service to the NPD.

5. Describe systems and mechanisms that would be established to ensure timeliness of response to the NPD 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 procedure for billing and other account requirements.
8. COSTS: Provide a proposed fee for the project based on the scope of work as outlined in the proposal. The fee should include the following:
 - a. Base fee for the goods and services outlined.
 - b. Define any additional or variable charges proposed that would be in addition to the base fee.
9. License requirement. Please refer to Section VIII.
10. A completed W-9 Form (Exhibit B)
11. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)

IV. **SELECTION CRITERIA.**

The 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. 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
TOTAL CRITERIA WEIGHT	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 NPD reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The NPD 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 NPD's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NPD reserves the right to use any non-proprietary information. No basis for claims against the NPD shall arise as a result of a response to this RFP or from the NPD's use of such information.
- D. The NPD reserves the right to award all or a portion of the required goods and services to more than one qualified proposer at the NPD's sole discretion.
- E. The contract resulting from acceptance of a proposal by the NPD shall be in a form supplied or approved by the NPD and shall reflect the specifications in this RFP. The Purchase Order Terms and Conditions is attached.
- F. After preliminary selection and prior to contract award, the NPD will meet with the Proposer to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- G. The NPD shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this RFP.
- H. The NPD reserves the right to perform unannounced site visits and interview staff and management prior to selection to determine, among other things if needed:

- a. Customer service responsiveness;
 - b. Shop organization and operation efficiency; and
 - c. Response time.
- I. The Navajo Nation shall receive, at the time of delivery, all pertinent documents necessary documents.
- 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 NPD for the identified goods and services will only be made after the identified goods and services have been delivered and accepted by authorized NPD representatives This includes all pertinent documents, including invoice and acceptance of the vehicle according to specifications.
- E. The vendors W-9 address must be reflecting on the vendors' addresses.
- F. The successful proposer must align their invoice to the exact verbiage contained on the purchase order reflecting goods purchases.
- G. The NPD requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the NPD to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the NPD as described in Exhibit A.

VIII. PROPOSAL PRICE

- A. The Navajo Nation requires the proposal to include a sealed bid price. Failure to do so will result in a “non-responsive” classification and rejected. A description of what shall be required in the sealed bid price is in Section 4 of the scope of service.
- B. Please refer to the Office of the Navajo Tax Commission at 928-871-6683 or their website at <http://www.tax.navajo-nsn.gov/> for additional information or guidance on what requires the Navajo Nation sales tax.
- C. Payment by the NDPS for the services will only be made after the services have been performed and accepted by authorized NDPS representatives. Itemized billing shall be submitted upon establish submission tables.
- D. The payment procedures established by the Division of Finance/OOC shall be adhere to and are to begin whenever Goods are delivered and accepted.

IX. LICENSE REQUIREMENT

- A. Proposer must be licensed in the Navajo Nation if performing the goods and services on the Nation or they must be license 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 GOODS

EXHIBIT A

SCOPE OF WORK AND SERVICE

The Navajo Police Department is seeking to upfit nine vehicles to patrol vehicles from an authorized and fully certified licensed technicians that meets all the standards and qualifications from the vehicle manufacture in terms of facilities, equipment, parts, tools and training to handle all required services. All of the vehicles will be fully up-fitted for police service to include prisoner compartment, rear interior and top exterior light bar, marked with NPD graphics. See attached Exhibit "A" for complete up-fit specifications. Vehicles must be delivered in a timely manner as bid evaluation will be based on most responsive bid in accordance to specifications and criteria. See requirements and specifications outlined below.

The Navajo Police Vehicle will be used by commissioned Police Officers in the performance of their duties. The commissioned personnel will provide police services to the communities within the exterior boundaries of the Navajo Nation and will travel on and off the Navajo Nation if needed, in the performance of their official duties and responsibilities. The vehicle will be a full-size, SSV Police package, sport utility vehicle (SUV) equipped with 4x4 capabilities, a solid color and up-fitted for police services.

Police Up-fit:

Patrol wire harness

Front grill lights: Red/Blue/ White

Passenger side Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.

Drivers side. Power Fascia LED, stud mount, 12 LED, red/white/blue Grill lights, 2 levels.

Headlight light flasher

Spot light

Taillight flasher

Rear Interior light bar and top exterior light bar

Rear directional control bar

LED under mirror light RED/White, Blue/White.

Outer edge pillar lighting

Dome light in prisoner area

Radio, speaker and antennas

Siren with 100w siren speaker w/ control head

Center Console and accessories

22" Storage console Faceplates

2 DC outlets and USB

Magnetic microphone mounts

Mic clip and mounting plate assembly magnetic.

Adjustable swivel arm rest

Beverage holder with rubber pieces

Stream-light stinger flashlight with DC Charger installed

AR-15 and Shot gun gun mount with universal lock

Partition with sliding window

Welded window bar Window barrier steel horizontal

Rear window diamond punch

Prisoner containment with front and back partition

TPO door panels black-fits over OEM.

Antenna cable

Cell booster

NPD Graphics package

25-foot radio coax cable kit.

DC outlets and USB port.

Rear vault storage with "T" handle locks

Laptop cradle (GeTac) with power supply

Any other equipment for a basic patrol up-fit.

For the up-fit, must be Emergency Vehicle Technician Certified

All floor charges, installation and programming labor, shop supplies and shipping to be built into the completed unit price for each vehicle.

EXHIBIT B
FORM W-9
(Rev. 05-2024)

**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.

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.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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

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.