BECLABITO CHAPTER
PROCUREMENT MANAGEMENT POLICIES AND PROCEDURES

I. AUTHORITY

A. Pursuant to 26 N.N.C., Section 101 (A) the Beclabito Chapter is mandated to formulate, implement, and operate in accordance with the Five Management Systems to ensure accountability. The Beclabito Chapter has developed the Five Management System Policies and Procedures consistent with pertinent Navajo Nation Laws.

B. Pursuant to Beclabito Chapter Resolution #BECL-09-07-41, the Procurement Policies and Procedures Manual is hereby approved and adopted.

II. PURPOSE AND SCOPE OF POLICY

A. These policies set forth the authority, principles and procedures governing the procurement of goods and services by the Beclabito Chapter. This policy further provides the basis for the implementation of and general provision to obtain goods and services at a competitive price within a reasonable time.

B. The general principles of this policy manual are applicable to all employees and officials of Beclabito Chapter government.

C. The Beclabito Chapter has establish its own regulations for the accounting of purchased goods and services consistent with Navajo Nation laws, as well as stipulations attached in grants, contracts, etc. The Chapter provides assurance that purchasing is done to benefit the Beclabito Chapter, and/or comply with Chapter members’ action and approval.

III. AMENDMENTS

Refer to Records Management Policy and Procedures Manual Section III.

IV. APPLICABLE LAWS

A. The Beclabito Chapter shall comply with all applicable State, Federal, and Navajo Nation Laws such as the Navajo Nation Business Opportunity Act.

V. PROCUREMENT POLICIES

A. In accordance with the Navajo Business Opportunity Act, Title 5, N.N.C. Section 201. et seq., the Beclabito Chapter shall treat all prospective or potential vendors in an equal, professional and reasonable manner. This prevents preferential or favorable treatment to any vendor(s) or potential procurement source of goods and services.
B. The Beclabito Chapter shall practice fairness and maximum open and free competition regardless of the dollar value of the goods or services being purchased.

C. The Chapter shall ensure ethical business practices and receive no rewards, favors, gifts or other form of compensation from any vendor(s), contractor, individual or firm; or any other sources having relations with Beclabito Chapter.

D. The Beclabito Chapter shall provide for legal and contractual remedies, in the terms of contract disputes or breach of contract.

E. All Chapter purchasing activities shall require:

1. A fiscal year budget approved by the Chapter membership and documented with a Chapter resolution.

2. Review of purchasing requirements to avoid duplicate purchases and to ensure economic means of purchasing are adopted.

3. All purchases and purchase orders will consist of an accurate, complete, and unbiased description of the goods or services needed.

4. Awarding of purchase agreements will only be granted to those organizations, vendor(s), and supplier(s) who are capable of providing the goods or services requested, and who have in the past shown them to be respectable, and dependable organizations, vendor(s), and supplier(s), of quality goods and services.

5. Purchase costs will be kept reasonable through adoption of a process to ensure fair and open competition.

6. The Chapter staff will maintain, manages, and monitor all purchase documentation to ensure that the goods and services are provided in the time frame requested and in accordance with the terms and conditions specified in the agreement to prohibit unauthorized purchases.

7. The Beclabito Chapter shall make timely payments on all procurement of goods and services to all organizations, vendor(s), and supplier(s), to establish and maintain the Chapter’s creditability.

F. Beclabito Chapter shall comply with all appropriate Navajo Nation laws, including but not limited to, the Navajo Nation Business Opportunity Act, Navajo Nation Business Procurement Act, Navajo Nation Privacy and Access to Information Act, Navajo Nation Ethics in Government Law, and Navajo Uniform Commercial Code, by the following procedures:
1. Pursuant to 26 N.N.C., Section 2002, (A & B), the Beclabito Chapter shall adhere to all contract requirements enumerated herein.

2. That all reasonable effort shall be made to offer purchasing opportunities to qualified Navajo-owned suppliers, vendors, etc.

G. Unauthorized purchases are prohibited.

1. Any Chapter employee, Chapter Official or individual who charges any procurement of goods or services to the Beclabito Chapter without proper authorization may be subject to penalties and be personally liable, as provided in the Beclabito Chapter Personnel Policies and Procedures Manual or applicable laws of the Navajo Nation.

2. The Beclabito Chapter shall not be liable or responsible for unauthorized purchases.

3. Any unauthorized purchase performed shall result in immediate termination and release of employment from the Chapter.

4. The Chapter Officials are prohibited to conduct any purchases on behalf of the Chapter. The Chapter Officials can consult with the Chapter Manager on purchases which will greatly benefit the Chapter.

H. Check Signing Requirements

1. That all checks for payments to vendors and suppliers shall require two signatures before disbursement pursuant to 26 N. N. C. Section 1001 (B) (3) (l).

2. The Chapter Manager shall be the primary signatory, along with the Secretary/Treasurer as secondary signatory.

3. In the event that the Secretary/Treasurer is unavailable, another authorized signatory shall sign.

I. Thresholds for Purchase Requests/Requisitions are as follows:

1. For item(s) purchased up to $1000.00 on one (1) requisition:
   a. The Office Specialist shall obtain two (2) verbal quotations as deemed necessary from different vendors. The Office Specialist may perform an Internet search for comparable pricing.
   b. The two (2) verbal quotations shall be documented with the vendor’s name, identity of the individual(s) contacted, price quotation, date of contact, phone numbers, and the method of contact on the Verbal Quotation Form.
c. Funds must be available and budgeted for such purchases.

d. When the above three conditions are met, the purchase shall only require the approval signature of the Chapter Manager.

e. The Chapter Manager shall ensure that certified entities under the Navajo Nation Business Opportunity Act receive preference and recommend the selected vendor.

2. For item(s) purchased between $1000.01 and $5,000.00 on one (1) requisition, the following shall apply:

a. The Office Specialist shall obtain three (3) written quotations from different vendors. The Office Specialist may perform an Internet search for comparable pricing.

b. To expedite the purchase, the vendors shall fax their costs and terms to the Chapter Manager for review and approval.

c. All documents must be properly recorded and filed in accordance with the Chapter’s Records Management Policies and Procedures.

d. When the above three conditions are met, the purchase shall only require the approval signatures of the Chapter Manager and Chapter President.

e. The Chapter Manager shall ensure that certified entities under the Navajo Nation Business Opportunity Act receive preference and recommend the selected vendor.

3. For item(s) purchased over $5,000.01 but less than $50,000.00 on one (1) requisition, the following shall apply:

a. The Office Specialist shall obtain three (3) or more written quotations from different vendors. The Office Specialist may perform an Internet search for comparable pricing.

b. The Chapter Manager shall ensure that certified entities under the Navajo Nation Business Opportunity Act receive preference and recommend the selected vendor.

c. To expedite the purchase, the vendors can fax their costs and terms to the Chapter Manager for review and approval.

d. All documents must be properly recorded and filed in accordance with the Chapter’s Records Management Policies and Procedures.
e. When the above four conditions are met, the purchase shall only require the approval signatures of the Chapter Manager and Chapter President.

4. All procurement contracts exceeding $50,000.01 shall be governed by the policies and procedures stated in Section VII of this Procurement Policies and Procedures Manual and/or the Navajo Nation Business Opportunity Act, 5 N.N.C.

VI. GENERAL DUTIES AND RESPONSIBILITIES

A. Administrative Responsibilities:

1. The Chapter Manager shall:
   a. Be the primary check signer of all Chapter checks for payment to any organization, vendor(s), or supplier(s), along with the Chapter Secretary/Treasurer as the secondary signatory, pursuant to 26 N.N.C., Section 1004 (B).
   b. In the event that the Secretary/Treasurer is unavailable, another authorized signatory shall sign in his/her place.
   c. Be the custodian of all official books, records, documents and funds of the Chapter pursuant to 26 N.N.C., Section 1004 (C).
   d. Approve/disapprove purchase requests to assure purchases are within the budget according to funding guidelines, reasonableness, necessity, and availability.
   e. Select the vendor(s) based on vendor’s reliability in terms of past procurement, general reputation and compliance with applicable Navajo Nation Laws.
   f. Investigate any discrepancies and report them immediately upon discovery to the appropriate authorities.

2. The Office Specialist Responsibilities:
   a. Identify a need to procure services, supplies or equipment for Chapter purpose or projects, and initiate the appropriate payment method, based on fund availability.
b. Obtain price quotations when required, and verify fund availability by reviewing the appropriate fund ledgers.

c. Prepare the appropriate documents for signatory approval.

d. Submit all relevant documents to the selected vendor(s).

e. Verify that the vendor received all documents for purchases.

f. Receive and manage the goods and services received based on the original invoice; the invoice will serve as the receiving record.

g. Submit invoice and receiving reports to the Chapter Manager for payment.

h. Offer recommendations for discussion to amend, modify, or revise the Procurement Management Policies and Procedures Manual.

i. Report discrepancies and illegal procurement activities to the Chapter Manager, Chapter Officials, and appropriate authorities.

B. Temporary Employees:

1. May request for goods and/or services during his or her employment with the Chapter, as outlined for the Chapter Office Specialist.

2. May also obtain and receive the merchandise along with invoice(s) for goods and services received, as outlined for the Chapter Office Specialist.

C. Chapter President’s Responsibilities:

1. Develop, establish, and maintain a close professional relationship with the Vice-President, Secretary/Treasurer to ensure that the Chapter administration is meeting the Chapter’s directives and expending funds according to conditions of the Navajo Nation Council and/or the Chapters annual budgetary objectives.

2. In the absence of the Secretary/Treasurer, may co-sign all Chapter checks.

3. Monitor and review the procurement activities and process upon signing checks and on a quarterly basis.

4. Resolve any discrepancies, irregularities, or illegalities in the procurement process.

5. Offer recommendations for discussion to amend, modify, or revise the Procurement Policies and Procedures Manual.
D. The Chapter Vice-President Responsibilities:

1. Develop, establish, and maintain a close professional relationship with the President, Secretary/Treasurer, and Chapter staff to guarantee that the Chapter administration adequately complies with the Chapter’s directives and expends funds according to conditions of the Navajo Nation Council and/or the Chapter’s annual budgetary objectives.

2. Report to the Chapter membership and assume delegated duties and responsibilities of the Chapter President, in the absence of the Chapter President.

3. Assist the Chapter President in the quarterly review of the Chapter procurement process.

4. Assist in reporting discrepancies, irregularities, and illegalities to the appropriate authorities.

5. Offer recommendations for discussion to amend, modify, or revise the Procurement Policies and Procedures Manual.

E. The Chapter Secretary/Treasurer Responsibilities:

1. Develop, establish, and maintain a close professional relationship with the President, Vice President, and Chapter staff to guarantee that the Chapter administration adequately complies with the Chapter’s directives and expends funds according to conditions of the Navajo Nation Council and/or the Chapter’s annual budgetary objectives.

2. Report to the Chapter membership, monitor the maintenance of an adequate accounting system based on general accounting practices, ensure accountability of all funds and expenditures, and report financial statements to the Chapter President and membership on monthly basis.

3. Ensure that the Chapter administration prepares monthly financial reports of all transactions and expenditures of the Chapter by fund accounts

4. Co-sign all Chapter checks along with the Chapter Manager.

5. Assist in reporting of any discrepancies, irregularities, and illegalities to the appropriate authorities.

6. Offer recommendations for discussion to amend, modify, or revise the Procurement Policies and procedures Manual.

VII. PURCHASING SYSTEM AND PROCEDURES
A. The Chapter Manager will determine the purchasing method that will be implemented for the benefit of the Chapter. For most purchases, the Chapter shall utilize the Budget Fund Approval Form.

Budget Fund Approval Form Process:

The Chapter will use a fund approval method to expend all Chapter funds. All expenditures shall be based on the Chapter-approved budget and be in compliance with the conditions of appropriations.

1. The Chapter Staff and Officials may request a need to procure goods and/or services.

2. The Office Specialist will obtain written price quotations. Quotations must contain a clear and concise description of the items required.

3. The Office Specialist will verify fund availability and prepare a Budget Fund Approval Form and submit to the Chapter Manager for review.

4. The Chapter Manager will review the Fund Approval Form and source documents for reasonableness, necessity, budget and fund expenditure compliance and either approves or disapproves the request.

5. Upon approval, the Office Specialist prepares and submits the check with supporting documentation for signature by the Chapter Manager.

6. Fund Approval Form and source documents may be concur by the Secretary/Treasurer before co-signing the check. If the Secretary/Treasurer is unavailable, another authorized signatory may sign in his/her absence.

7. The Office Specialist will remit payment (check) to vendor with copy of invoice attached.

8. The Office Specialist will post the expenditure to the check register and appropriate fund ledgers.

9. The Office Specialist will file the original invoice, verbal quotation and receiving report with a copy of the check(s) attached, in accordance with Beclabito Chapter’s Records Management Policies and Procedures Manual.

10. Upon receipt of goods or service refer to Receiving Report Section VII (G) below.

If the vendor does accept Purchase Orders, refer to Request for Direct Payment Section VII (C) below.
B. Purchase Requisition (PR) and Purchase Order (PO) Procedures:

The Beclabito Chapter shall use a Purchase Order method of procuring goods and services when ordering supplies, janitorial needs, fuel supplies and services on Maintenance Agreement such as office machine, furniture, heavy equipment, and office equipment, if and when vendor(s) will accept the Chapter’s purchase order:

1. The Chapter staff and Chapter Officials will identify the need to procure goods and/or services. For the procurement of services, the Chapter will execute a formal services contract with the Purchase Order. If the formal services contract exceeds $50,001, the Chapter will refer to Competitive Sealed Bidding and Contracting for Procurement exceeding $50,001, Section VIII.

2. The Office Specialist will prepare a Purchase Requisition and verify funds availability. This form must contain a clear, accurate, and concise description of the item required as follows:
   a. Accurately complete the forms necessary with valid information regarding dates, suggested vendors, etc.
   b. Indicate last source or possible sources of supply, if known.
   c. Give listings of all items required, with a complete description, including stock number (if applicable), manufacturer’s or vendor’s name and catalog number, if available. Also, include prices.
   d. If the information is available, list the unit price from a previous purchase order, vendor’s catalog, or other source, indicating the source from which the prices were taken. A copy of the requested quotations should also be attached to the requisition.
   e. A “Do Not Ship Partial Order” shall be noted if the items needed are such that a partial shipment would not satisfy the Chapter’s need.

3. The Office Specialist will obtain price quotations pursuant to Section VII (A) from vendors who are willing to accept the Chapter’s Purchase Order.

4. The Office Specialist will prepare the Purchase Requisition Form (Exhibit A), which must contain clear and concise descriptions of the items required, signs the request for expenditure form and forwards the document(s) to the Chapter Manager for approval or denial.

5. Before approval or disapproval and the selection of a specific vendor, the Chapter Manager shall completely and accurately review the purchase requisition for reasonableness, necessity, budget compliance, and fund availability.
6. The Chapter Manager will recommend a specific vendor based on past purchases, prices, quality, freight charges, etc.

7. If the Purchase Requisition is approved, the Office Specialist will prepare the Purchase Order (Exhibit B) and issue it with the appropriate information regarding vendor and items procuring.

8. The Chapter Manager will be authorized and responsible to correct any change notice on a purchase order due to:
   a. Increase or decrease in the quotation prices;
   b. Vendor’s address change;
   c. Item number(s) and description(s).

9. The Chapter Manager will be responsible for any cancellation notice on a purchase order for the following reasons:
   a. Unauthorized purchases.
   b. Vendor(s) not complying with Chapter purchase orders.
   c. Expiration of the ninety (90) days for a Purchase Order to remain open.
   d. Vendor(s) not accepting Chapter Purchase Orders.

10. Upon receipt of goods and/or services with shipping documents (bill of lading, invoice, etc.), refer to Section VII (G).

11. The Chapter Manager will review and verify the procurement purchase documents for completeness and accuracy.

12. Instruct the Office Specialist to process payment to the vendor for the procured goods or services and post transaction to appropriate financial record.

13. For payment process, refer to Budget Fund Approval Form Section VII (A) (3-6) above.

14. Upon payment of any Purchase Order, the Office Specialist will make the necessary adjustment to the appropriate fund ledger(s) and monthly check register.

15. If vendor requires a Blanket Purchase Order, the Chapter shall refer to Blanket Purchase Order procedures Section (D) below.

C. Request for Direct Payment (RDP) Procedures:
1. The Beclabito Chapter will use the Request for Direct Payment (RDP) purchasing method when conditions exist to obtain and pay for goods and/or services in a prompt manner.

2. The following procedures will be applied:
   
a. The Office Specialist verifies funds availability and when applicable, obtains the price quotations.

b. The Office Specialist will complete the Request for Direct Payment.

c. The Chapter Manager reviews the Request for Direct Payment for expenditure reasonableness, necessity, fund and budget compliance and either approves or denies the expenditures.

d. If the Request for Direct Payment is approved for funds administered by Navajo Nation Central Government, the Office Specialist will forward to the Local Governance Support Center and/or appropriate agency. Thereafter, the Navajo Nation Financial Services will issue the check.

e. If approved for funds administered by the Chapter, the subsequent procedures will apply.

f. The Office Specialist prepares and submits the check with supporting documents to the Chapter Manager.

g. The Chapter Manager and secondary signatory review and sign the check.

h. Payment (check) is submitted to the vendor with an attached copy of quote.

i. The Office Specialist posts expenditures to the check register and appropriate records.

j. Upon receipt of goods with shipping document (bill of lading, invoice, etc.), the Office Specialist performs the inventory and initials the Receiving Report (Exhibit C) and/or invoice documents to show evidence of goods and/or services received and/or fulfilled.

k. The Chapter Manager reviews the Request for Direct Payment with attached invoice and the Office Specialist files the documents accordingly.

D. Blanket Purchase Order Procedure:
If the vendor requires a Blanket Purchase Order, the Chapter shall conduct the following:

1. When necessary, the Chapter will use the Blanket Purchase Order purchasing method to render payment to a vendor.

2. The Blanket Purchase Order shall be for a specified amount and period of time, to cover purchases of recurring nature.

3. The Blanket Purchase Order will be used for purchases essential to the operation or maintenance of Chapter equipment, property or operation.

4. The Blanket Purchase Order will be closed out at the end of each Chapter Fiscal Year and a new Blanket Purchase Order issued for the specified vendor, amount, and quantity.

5. When using a Blanket Purchase Order the chapter must maintain a logbook of transactions, as follows:
   a. All transactions will be recorded, and the open balance of the purchase order shall be monitored, without exceeding the specific dollar amount on the Blanket Purchase Order.
   b. The Chapter will budget the estimated expenditures for a specified period of time.

6. Without exception, the Chapter Manager shall be the only one authorized person to order and receive goods or services on the blanket purchase order.

7. All transactions handled via a Blanket Purchase Order shall follow the procedures for Purchase Requisition and Purchase Order in Section C above.

8. The Office Specialist will indicate in writing that the Purchase Order is a Blanket Purchase Order.

E. Stationary Supply Order (SSO) Process:

1. The Beclabito Chapter shall use the Stationary Supply Order (SSO) purchasing method when purchasing office supplies through the Navajo Nation Property & Supply Department.

2. All transactions under an SSO must meet the following procedures:
   a. Any Chapter staff and Official will request a need for office supplies to the Office Specialist. The Office Specialist will prepare the request on SSO Form.
b. The Office Specialist will verify funds and secure price quotation unit prices on supplies that are in stock from the Navajo Nation Property & Supply Department.

c. The Office Specialist will initiate a typewritten Stationary Supply Order Form and shall forward the completed document to the Chapter Manager for signature of approval or disapproval.

d. The Chapter Manager will review the proposed expenditure for reasonableness, necessity, and budget and fund compliance for approval.

e. If approved, the Office Specialist will submit the Stationary Supply Order Form to the Navajo Nation Property & Supply Department.

f. The Chapter Manager will be authorized and responsible for any cancellation notice on a Stationary Supply Order, for the following reasons:

1. Non compliance by the Navajo Nation Property and Supply Department with the Purchase Order agreement.

2. Expiration of the thirty (30) calendar days for an SSO to remain open.

3. If specialized order are not available beyond the expiration time limit.

4. Items ordered have been shipped elsewhere.

g. Upon receipt of goods with receiving documents (bill of lading, invoice, etc.) refer to Section VII (G)

h. Upon approval, the Office Specialist will prepare and remit a check to the Navajo Nation and shall submit to the Chapter Manager for required two signatures using the Budget Fund Approval payment method in Section VII (A) (3-6).

i. The Office Specialist will post the expenditures to the appropriate fund ledgers, the monthly check register and file all records in accordance with the Records Management Policies and Procedures.

F. Unforeseen Emergency Purchases:
1. The Chapter will provide for unforeseen emergency purchases in cases that the Chapter property or equipment is in need of emergency repair, such as purchase of a vehicle battery or other equipment parts.

2. The individual who is purchasing the items will submit the original receipts from the vendor and refer to Section VII (A) for BFAF payment method.

G. Receiving Report:

1. The Chapter will use the original invoice as a receiving report to inspect the procured goods and ensure accurate purchases by checking off the items received.

2. The Office Specialist will ensure all goods are accounted for and attach the checked-off invoice to the purchase requisition prior to payment for goods and services.

3. Office Specialist will report any discrepancies to the Chapter Manager immediately upon discovery. The Chapter Manager will ensure proper action to correct the discrepancies.

4. If the order is back-logged, the Chapter Manager will determine if the procurement should be placed with a different vendor.

5. The original invoice for procurement will be filed in accordance with the Records Management Policies and Procedures.

6. If all records are accurate and complete, the Office Specialist shall submit the original invoice for payment; refer to Section VI (B) for the BFAF payment method.

H. Emergency Fund Purchases:

1. The Chapter will develop a budget when it receives Emergency Funds and will expend the emergency funds only after Chapter approval at a duly called chapter meeting.

2. The Chapter will report all Emergency Fund expenditures to the Chapter membership at the next duly called chapter meeting, verbally and written.

3. The Emergency Fund will be a restricted fund. The usage of the fund will comply with the following criteria:

   a. The Chapter will expend Emergency Funds for any major weather-related emergencies or natural disasters after the Emergency Management Commission issues a declaration of emergency, signed by the President of the Navajo Nation or the Chapter President.
b. The Chapter will expend Emergency Funds for any weather-related emergencies or natural disasters and start working immediately with local, county and other surrounding entities to address the issues.

c. The Chapter will refrain from expending Emergency Funds for unauthorized purchases. Emergency Funds will be expended only in accordance with the established criteria and requirements set forth in this section and/or the conditions of appropriation set by the Navajo Nation Council.

d. All Emergency Fund disbursements will have supporting documents properly filed at the Chapter Administration office for audit purposes, with listing of recipients utilizing emergency funds.

e. The Chapter Manager or Chapter Officials will be authorized to act immediately in the event of a critical situation, to provide assistance and funding towards the registered voter families impacted, based on the Emergency Priority Listing.

f. All Emergency Fund revenues will be recorded on pre-numbered cash receipts which should be summarized and classified by the type of revenue generated such as hay sales. All Emergency Funds received/generated revenues will be posted into the Emergency Fund account.

4. Emergency Priority Listing and Eligibility Requirements:

The Chapter’s Emergency Funds shall be used to provide relief support and services, in order of priority, to the following areas:

a. Priority One: In every emergency and/or disaster incident, priority consideration shall be given to the welfare and care of the high-risk elderly and individual(s) with health related conditions. Eligibility Requirements are as follows:

1. Elderly affected by the disaster or illness, and/or individuals with heart conditions or extreme illnesses/health conditions.

2. Pregnant women with difficulties, and infants or newborns requiring medical attention or affected by the disaster.

3. Diabetics, oxygen users, and/or recently discharged patients.

b. Priority Two: Priority consideration will be given to primarily utilized roads that would allow citizens to travel for food, water, hay and feed, fuel, and/or medical attention.
Eligibility Requirements:

1. Snow, ice, and mud removal from roads leading to stranded families, high-risk, elderly and handicapped person(s).

2. Repairs and maintenance or rental of any equipment engaged in providing emergency response relief shall not exceed $6,000.00.

3. Purchase of gas and diesel fuel for any equipment engaged in providing emergency response relief.


5. Lodging and meals for heavy equipment operator(s) engaged in emergency operations.

6. Lodging and meals for affected individuals at local motels or schools.

7. Reasonable rental or lease costs for any equipment engaged in providing emergency response.

8. Major road reconstruction due to flooding, massive snow, or high winds.

9. NO overtime payment will be permitted, except for eligible employees involved with emergency response relief.

c. Priority Three: Ample supplies of food, water, and fuel to sustain a family of five for 3-5 days may be purchased from the Emergency Fund.

   Eligible services include purchases of firewood, coal, food, and water from private vendors.

d. Priority Four: Emergency Funds may be expended for temporary and short-term relief for livestock which are used by families for their livelihood, in the form of hay, feed, salt blocks, and water. The products will be purchased by the Chapter and sold at below market value to registered voters and sold to non-registered voters at market value.

5. Matching fund with other inter-governmental or outside agencies:
a. Emergency Funds may be used to provide matching or supplemental funds for the delivery of relief services by the Navajo Nation government, State government, County government, Bureau of Indian Affairs Roads Department, and National Guard.

b. Matching funds may be used for fuel or temporary equipment operator(s) through a Memorandum of Agreement (MOA).

c. The MOA shall be initiated when an emergency and/or a Declaration of Emergency is issued by the Emergency Management Commission and/or the Chapter President for emergencies.

d. The Chapter may match Emergency Funds with other available fund (i.e., Claims Trust Funds) to purchase major heavy equipment that could be used during a declared Emergency.

e. The Chapter may match Emergency Funds through working together with neighboring tribes.

6. Standard Criteria for Declaration of Emergency or Disaster:

The Chapter shall use the following criteria to determine that an emergency or disaster exists in the community.

a. The lives and/or basic well being of community members and/or livestock in the community are in jeopardy due to a severe weather-related, natural disaster, or a human-caused fire.

b. Conditions resulting from natural or weather-related events have severely obstructed the access of person(s) and/or livestock to critical life sustaining supplies and medical care.

c. Community utilities have stopped functioning, thereby jeopardizing community services, communications, and/or emergency care systems.

d. The National Weather Services and/or the Department of Emergency Management broadcast notification of imminent danger from a natural disaster. Notification can also come from other sources, including local Chapter Officials and members.

e. Major unforeseen disaster caused by human acts such as a chemical spill, major roads obstruction, or terrorism acts.

f. Major plague or illness such as West Nile, bird flu, Hantavirus, etc.

7. Emergency Fund Purchasing Method(s):
a. A BFAF procurement method shall be used for all weather-related emergencies or natural disasters; see Section VII (A).

b. A PR/PO procurement method shall be used for emergency prevention and maintenance situations; see Section VII (C).

VIII. COMPETITIVE SEALED BIDDING AND CONTRACTING FOR PROCUREMENT EXCEEDING $50,000

A. The Beclabito Chapter shall follow funding source guidelines and restrictions including applicable Navajo Nation laws when contracting for professional services or procurement exceeding $50,000.

The Chapter shall obtain consultation, as deemed necessary to assist with selecting the contractors. For procurement exceeding $50,000 for non-construction-type item, the Chapter will consult with appropriate organizations and independently advertise for proposals.

Competitive Sealed Bidding shall be the preferred method of source selection, and shall be conducted in a manner consistent with the procedures set forth in the Navajo Business Opportunity Act, 5 N.N.C. Section 205.

The Chapter will monitor the activities and progress of the contract and ensure that the contractor is meeting all of the outlined scope of work within the time frame as stipulated in the awarded contract.

B. Chapter Contract Requirements:

1. Beclabito Chapter shall meet the following conditions as appropriate:
   a. Contracts shall not waive the Navajo Nation sovereign immunity. For any contract disputes, the parties involved shall contractually agree to resolve the matter and that the parties agree not to submit their matter to any other dispute resolution forum.
   b. The Chapter will identify and recognize the need to contract for professional services.
   c. Contracts shall have sufficient funds available to prevent shortfalls or delays.
   d. Contracts shall comply with the Navajo Business and Procurement Act, 12 N.N.C. Section 1501 et seq., the Navajo Employment Preference Act, 15 N.N.C. Section 4 and other applicable federal and state laws.
e. Contracts shall be awarded after public advertisement and bidding unless otherwise authorized as small purchases, emergency purchases or sole source purchases.

f. Change orders, modifications or amendments of contracts utilizing Chapter funds shall not exceed 20% of the accepted bid. If the 20% cap is exceeded by any change orders, modifications or amendments, it shall be subject to re-bid.

g. If it is subject to re-bid, the supporting documentation will be presented at a duly called Chapter meeting and obtain an approved Chapter resolution.

h. The awarded contractor(s) shall maintain the identified time frame/lines.

i. All contracts shall clearly state the liability of the Chapter under the contract is contingent upon the availability of Chapter funds.

j. The Chapter membership will be informed at the next duly called chapter meeting regarding contracts or project status.

2. Invitation for Bids:

The Chapter Manager, with technical assistance from the Navajo Regional Business Development Office and the Navajo Nation Business Regulatory Office, and in consultation with the Chapter Officials, shall prepare the Invitation for Bids (Exhibit D), which shall include a purchase description, all contractual terms and conditions applicable to the procurement, and the necessary qualification requirements of contractors and supplies needed to provide the goods or services.

a. The following qualification requirements and documentations shall be applied.

i. Contractors Federal Identification number
ii. Tax ID from Navajo Tax Commission Office
iii. Experience and expertise
iv. Navajo Preference
v. Professional liability insurance
vi. Workmen’s Compensation
vii. Bonding/Security for the construction
viii. Mandatory pre-bid conference attendance
ix. Resume of owner(s)
b. The Chapter Manager shall determine the maximum or feasible price or cost of the contract or procurement prior to soliciting bids and proposals.

c. The maximum feasible price or cost must take into account the market price, architectural and engineering estimates; budgetary constraints and prototype cost. This may not be revealed until the award of the contract.

d. Dates for the following shall be set by the Chapter Manager, in consultation with the Chapter Officials, and technical assistance from the Navajo Nation Regional Business Development Office Staff:

i. Advertisement, commencement and expiration,
ii. Pre-conference dates,
iii. Site walk through,
iv. Actual submission date for proposal,
v. Actual date for opening of bids, proposal and cost,
vi. Selection of a Contractor,
vii. Project completion time,
viii. Contract formalization (signing of contract),
ix. Contract commencement,
x. Dates for period deliverable and payment for services,
xi. Close out of contract/final reports.

e. After preparing the invitation for bid solicitation, the Chapter Manager shall provide a ten (10) days public notice or invitation to bid in a newspaper having general circulation and distribution within the Navajo Nation; or provide notice or invitation to bid by mail or facsimile to certified business listed on the Navajo Nation Business Source List compiled and maintained by the Navajo Nation Business Regulatory Department. The Notice of invitation to bid shall include:

i. The requirements, description, specifications and classification of the goods or services requested.
ii. The deadline dates for submission of bids, bid openings, award and any other significant dates.

f. To demonstrate that competitive bidding was performed, the Beclabito Chapter shall maintain a copy on file of the solicitation used to obtain the bids.

In addition, if the Chapter used the advertising mechanisms to place the solicitation announcement, the Chapter will maintain a copy of
the announcement and an indication of where and when such announcement was placed.

g. A pre-bid, pre-proposal or a pre-contract conference shall be held to provide additional information only obtainable by seeing the actual site of service, construction site or individuals with whom the contract is to be performed.

h. The Deadline Date is Closed (NO EXCEPTIONS):

Once the actual submission date for proposal has expired, no late bids or proposal shall be accepted. All bids shall be received and stamped by the Chapter Office Specialist. The Chapter Manager shall ensure that all bid documents received are recorded and safeguarded in a safe or under lock and key until bid opening date.

i. Bid Opening Procedures and Requirements: The following procedures shall be used at bid openings when there is more than one priority business submitting a bid pursuant to Navajo Business Opportunity Act, 5 N.N.C., Section 205 (E):

ii. The bid opening shall be at a designated site and announced ten (10) business days through the local news media. All bid information shall be announced and treated as confidential and subject to the Navajo Nation Privacy and Access to Information Act and the Navajo Nation Ethics in Government Law.

iii. The Chapter Manager, in the presence of witnesses including the Chapter Officials, shall open all bids publicly.

iv. The amount of each bid, and such other relevant information as may be specified by regulations, together with the name of each bidder shall be recorded.

v. The record and each bid shall be open to public inspection, as permitted by the Navajo Nation Privacy and Access to Information Act.

vi. All bid openings for procurement amount in excess of $50,000 shall be governed by procedures in accordance with the Navajo Business Opportunity Act, 5 N.N.C. Section 205 (E), wherein all bids are compiled and selected according to the Required Business and Contracting Preference Priorities; Certification Requirements of the Navajo Business Opportunity Act, Section 204 (A).
vii. Bid Acceptance, Evaluation and Selection:

All bids shall be accepted without alteration or correction, except as authorized by the Navajo Business Opportunity Act, or other provisions of applicable law.

The Chapter Manager and Chapter Officials shall evaluate all bids using Bid Evaluation (Exhibit E) sheet based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose.

The criteria affecting the bid price and considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life cycle costs.

viii. Correction(s) or Withdrawal of Bids:

Cancellation of Awards, Correction(s) or withdrawal of inadvertently erroneous bids before ten (10) business days shall be permitted. After bid opening, no changes in bid price provisions of bids prejudicial to fair competition shall be allowed.

All decisions to permit correction or withdrawal of bids shall be supported by a written determination made to the Beclabito Chapter Manager and in consultation with the Chapter Officials.

ix. Contract Award:

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids and that the bid is within the Maximum Feasible Cost.

In the event all bids exceed available funds, as determined by the Chapter Manager and the lowest responsive and responsible bid does not exceed such funds by more than five (5) percent, the Chapter Manager and Chapter Officials shall be authorized to negotiate adjustments of the bid price in order to bring the bid within the amount of the available funds or repeat the bidding process.
If the awarded contractor(s) deems necessary to outsource for subcontractors, the sub-contractor(s) must have a contractor’s licenses as applicable and shall be conducted in a manner consistent with the procedures set forth in the Navajo Nation Business Opportunity Act, 5 N.N.C. Section 205.

3. Competitive Sealed Proposals:

A contract may be entered into by competitive sealed proposal if the Chapter Manager determines in writing to the Chapter Officials that the use of competitive sealed bidding is either not practical or not advantageous to the Beclabito Chapter.

The competitive sealed proposals process shall be conducted in a manner consistent with the procedures set forth in the Navajo Business Opportunity Act, 5 N.N.C. Section 205.

4. Request for Proposals:

a. The Chapter Manager shall prepare a Request for Proposal, including a purchase description and all contractual terms and conditions applicable to the procurement.

The Request for Proposals shall also refer to the preference of Navajo and Indian-owned business under the Navajo Nation Business Opportunity Act.

b. Maximum Feasible Cost: The Chapter Manager, with assistance from the Navajo Nation Regional Business Development Office Staff, shall develop, prior to bid advertisement, a maximum feasible cost if a service is to be performed, based on the following:

   i. Architectural and engineering estimates
   ii. Market price
   iii. Budget allocation
   iv. Prototype cost

c. Public Notice:

A minimum of ten (10) days public notice of the Request for Proposal shall be given before the opening of bids, with dates on submission of proposals and proposal selection.

It shall be the normal practice of the Beclabito Chapter to provide notice or invitation to bid to certified businesses listed on the Navajo Nation Business Source List compiled and maintained by the Navajo
d. Opening of Proposals:

The Chapter Manager, in the presence of witnesses including the Chapter Officials, shall open proposals publicly.

The proposals shall be tabulated in a Register of Proposals that will be set up by the Office Specialist, and shall be open for public inspection after contract award, to the extent provided for in the Navajo Nation Privacy and Access to Information Act.

All opening of Proposals for procurement amount in excess of $50,000 shall be governed by Request for Proposals procedures pursuant to Navajo Nation Business Opportunity Act, Section 205.

The opening of all Requests for Proposals shall follow the same procedures publicized.

e. Revisions to Proposals:

As provided for in the Request for Proposals, the Chapter Manager may, after public notice but prior to bid closing date, conduct discussions with the responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements.

Offers shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offer.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

f. Award:

i. The Chapter Manager will determine and display approval in writing to the Chapter Officials, which proposal is the most advantageous to the Beclabito Chapter taking into consideration price and the evaluation factors set forth in the Request for Proposals.
No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made, and shall be made public to the extent provided in the Navajo Nation Privacy and Access to Information Act.

ii. The contract shall be awarded within five (5) business days by written notice from the Chapter Manager.

iii. The award shall be based on qualification and consultation with Chapter Officials.

iv. The award shall be announced and awarded to the offerors, and the Chapter President shall sign and execute the contract on behalf of Beclabito Chapter.

C. Cancellation of Invitation for Bids or Requests for Proposal:

An Invitation for Bid or Request for Proposal or other solicitation may be cancelled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation or when it is in the best interest of the Beclabito Chapter.

D. Responsiveness of Bidders and Offeror’s Determination of Non-responsiveness:

1. The Chapter Manager may make a written determination of non-responsiveness of a bidder or offeror due to reasonable faults.

2. Lack of communication or information on the part of the offerors shall create grounds for a determination of non-responsiveness with respect to such bidder or offeror.

E. Right of Nondisclosure:

Information furnished by a bidder or offeror pursuant to this section shall only be disclosed in accordance with the provisions of the Navajo Nation Privacy and Access to Information Act.

F. Contract Performance and Payment Bonds (contracts in excess of $50,000):

When a construction contract is awarded in excess of $50,000, the following bonds or security shall be delivered to the Beclabito Chapter Manager and shall become binding on the parties upon the execution of the contract:

1. A performance bond satisfactory to the Beclabito Chapter, executed by a surety company or otherwise secured in a manner satisfactory to the Beclabito Chapter, in an amount equal to 100% of the price specified in a contract.
2. A payment bond satisfactory to the Beclabito Chapter, executed by a surety company or otherwise secured in a manner satisfactory to the Beclabito Chapter, for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract.

3. The bond shall be in an amount equal to 100% of the price specified in the contract.

G. Contract Clauses and Their Administrations:

1. The Chapter Manager, in conjunction with the Chapter Officials, shall circulate regulations requiring the inclusion in Beclabito Chapter construction contracts of clauses providing for adjustments in prices, time of performance or other contract provisions, as appropriate, and covering the following subjects:

   a. The unilateral right of the Beclabito Chapter to order in writing:

   b. Changes in the work within the scope of the contract. For procurement exceeding $50,000 for non-construction type item, the Chapter will consult with appropriate organizations.

   c. Changes in the time of performance of the contract that does not alter the scope of the contract work.

   d. Variations occurring between estimated quantities of work in a contract and actual quantities.

   e. Suspension of work ordered by the Beclabito Chapter.

   f. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site conditions clause may be included in a contract.

2. Price Adjustments (Mutual Agreement): Adjustment in the price pursuant to clauses promulgated under subsections of this section shall be computed in one or more of the following ways:

   a. Agreement between the offerors and the Chapter on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practical.

   b. Price can be adjusted by unit prices specified in the contract or subsequently agreed upon.
c. Price can be adjusted by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon.

d. In such other manner as the contracting parties may mutually agree.

e. In the absence of agreement by the parties, by a unilateral determination by the Chapter Manager of the costs attributable to the events or situations under such clauses, with adjustment of profit or fee, all as computed by the Chapter Manager.

3. Additional Contract Clauses:

a. With the assistance of the Chapter Officials, the Chapter Manager shall publicize regulations requiring the inclusion in all Chapter construction contracts of clauses providing for appropriate remedies and covering the following subjects:

   i. Liquidated damages as appropriate.
   ii. Specified excuses for delays or non-performance.
   iii. Termination of the contract for default.
   iv. Termination of the contract in whole or in part for the convenience of Beclabito Chapter.

b. The contractor(s) shall provide an outline in the contracts the warranty provisions regarding the work performed, contract deliverables and overall work quality.

4. Modification of Required Clauses:

a. With the assistance and support of the Chapter Officials, the Chapter Manager may publicize by the Chapter under Section VIII (J) (1) and (2) of this section for inclusion in any particular Beclabito Chapter construction contract.

b. Any variations are supported by a written determination that states the circumstances justifying such variations and provided that notice of any such material variation stated in the Invitation for Bids or Request for Proposals.

H. Sole Source Procurement:

1. General Application:

   a. A need was recognized that only one vendor qualified to fulfill a procurement request that can be located within a geographically feasible area and no other goods or services will satisfy the procurement request and to locate vendors outside the
geographically feasible area is an inefficient use of Chapter resources.

b. The sole source procedures set forth shall apply to the purchase of Goods and/or Services, regardless of the cost of the goods or services.

c. The Chapter shall refer to the Navajo Nation Procurement Rules and Regulations as guidance in procurement of goods and services, including modifications and change-orders, unless accepted or specifically contradicted by this Sole Source procurement section.

d. The Sole Source procedures set forth shall not be used in the acquisitions of goods or services available from more than one geographically feasible vendor, regardless of whether those vendors are certified or non-certified. Procurement and/or contract requirements shall not be narrowed or manipulated merely to permit the use of these procedures. The lack of advanced planning on the part of the Chapter shall not justify the use of this Sole Source Procurement section.

e. Chapter review is required for all Sole Source Procurements.

f. The Chapter shall maintain a record of all purchases made under these Sole Source Procurement procedures for a minimum of five (5) years.

2. Procedures for Sole Source Procurement:

a. The Chapter Manager must determine and concur in writing that there is only one geographically feasible qualified source for the desired goods or services. Such written determination shall be included in the subsequent contract file.

b. To qualify as a Sole Source Procurement and to gain the determination and concurrence required in step (1) above, the Chapter must, at a minimum provide written documentation of the following:

c. Justification that there is only one geographically feasible qualified source for the desired goods or services. Such justification may be demonstrated by the following:

i. Public notices of the Invitation for Bids or an Request For Proposal or Request for Service Quotes published for a reasonable time prior to the date set for the submission of bids or proposal in a newspaper of general circulation; and
ii. A list of all entities submitting bids or proposals demonstrating that only one or no qualified or responsible vendors responded.

d. Justification as to why locating vendors outside the geographically feasible area is an inefficient use of Chapter resources.

e. Justification as to why no other goods or services will satisfy the procurement request.

f. A cost price analysis justifying why the Sole Source vendor’s price for the goods or services is reasonable.

g. After securing a potential vendor per step (2) above, the Chapter shall proceed to enter a contract pursuant to these procedures.

h. Before issuance of a Purchase Order or execution of a contract, the Chapter shall submit all Sole Source Procurement contracts, including Purchase Orders, for Chapter review and signatures by:

i. The Chapter President
ii. The Chapter Vice-President
iii. The Chapter Secretary/Treasurer

3. Procurement of Licensed Professional Services:

a. For the purpose of procuring the services of accountants, auditors, architectural engineers, electricians, or other licensed professional services, the Chapter Manager shall determine in writing to the Chapter Officials that the use of competitive sealed bidding is either not practical or not advantageous to the Chapter.

b. A contract may then be entered into by non-competitive sealed proposals.

c. The non-competitive sealed proposals for licensed professional services shall be conducted in consultation with Department of Justice and in a manner consistent with the procedures set forth in the Navajo Nation Business Opportunity Act, 5 N.N.C., Section 205, unless otherwise authorized as small purchases, emergency purchases or sole source purchases under the Chapter Procurement Policies and Procedures Manual or Intergovernmental Agreement approved by the Navajo Nation Council or its Standing Committees.
d. The Chapter will safeguard and maintain appropriate, accurate and complete contract records in accordance with Records Management Policies and Procedures.

I. The Chapter will conduct a final inspection in conjunction with appropriate entities to ensure that all specifications of the scope of work within the contract clauses are met. This will be a measure used to close out the contract.

IX. INSPECTION, ACCEPTANCE OR REJECTION:

A. It shall be the policy that any Chapter procurement for goods and/or services received is acceptable and meets the operational needs of the Beclabito Chapter.

B. The following procedures will be maintained for the inspection, acceptance or rejection of goods or services:

1. Upon receipt of goods and/or services, the Office Specialist will examine the shipping documents and compare such documents with the original purchase order and invoice.

2. The Office Specialist will verify that the items and quantities received are correct according to the original invoice.

3. Upon completion of verification, the Office Specialist will forward the documentation to the Chapter Manager for inspection, acceptance or rejection.

4. The Office Specialist will be responsible for inspecting and accepting or rejecting goods received based on the following:

   a. Freight damaged merchandise
   b. Shortage/overage in shipments
   c. Low quality or non-conforming goods
   d. Unauthorized order or shipment

5. If any of the discrepancies exist as mentioned in Section 4, the Chapter Manager will notify the vendor(s) immediately to arrange for a method to return the merchandise, or a corrective measure to satisfy both parties.

X. INVENTORY CONTROL

A. Resale Inventory:

The development and implementation of the resale inventory policy prevents overstocking, shortage and loss as a result of theft, spoilage, breakage, etc.
1. The Beclabito Chapter shall maintain detailed record of re-sale inventory items showing the date, purchases, items sold, on-hand, cost and the balance (Exhibit F).

2. The total dollar value of inventory items and the changes thereto shall be recorded in the Chapter’s financial records.

3. Verification of inventory shall be made on a monthly basis through a physical count.

4. Any differences in the financial records shall be investigated for cause and the records adjusted accordingly.

5. The inventory shall consist of goods purchased and/or produced for resale. Examples of such inventory are hay, grain, craft items, and fuel for households.

6. Beclabito Chapter shall use the specific identification method, which attached the actual cost to an identified/specific unit (resale item) of the product. The Chapter shall apply this method for purchasing, producing, and reselling activities.

   a. The following example illustrates use of the specific identification method for one inventory item under a perpetual inventory system. In this method, a cost must be assigned to each item of inventory purchased or sold.

<table>
<thead>
<tr>
<th>Date</th>
<th>Purchase(s)</th>
<th>Sale(s)</th>
<th>On-hand</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/02/99</td>
<td>100 @ 5.00</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>03/10/99</td>
<td></td>
<td>50 @ 5.00</td>
<td>50</td>
</tr>
<tr>
<td>03/15/99</td>
<td></td>
<td>25 @ 5.00</td>
<td>25</td>
</tr>
<tr>
<td>03/20/99</td>
<td>Physical count</td>
<td>&lt;5(loss)</td>
<td>20*</td>
</tr>
<tr>
<td>03/25/99</td>
<td></td>
<td>20 @ 5.00</td>
<td>0#</td>
</tr>
<tr>
<td>04/01/99</td>
<td></td>
<td></td>
<td>100#</td>
</tr>
</tbody>
</table>

   * The Chapter’s loss of 5 bales @ $5.00/bale = $25.00 shall be reported as an exception to the Chapter Officials.
   # Remaining inventory must be depleted before purchase of new inventory.

   b. Beclabito Chapter shall also use the specific identification method for terms produced (e.g. arts & crafts). Determining the cost and value of the resale items shall depend upon the following factors:

   i. Cost to produce the item
   ii. Economic demand for the item
   iii. Comparable price on the market
iv. Chapter approved amount (hay, grain, etc.)

7. The Beclabito Chapter shall maintain supporting documentation on all inventory transaction on an ongoing basis. These inventory records shall reflect the inventory receipts, issuances and balances. The inventory record keeping and custodial functions shall be segregated for internal control measures.

Inventory Sales Receipts (cash receipt): Pre-numbered and numerically controlled sales receipt form shall be prepared in duplicate for each sale. Each form shall be properly prepared and have the following information: sales and signature of employee who sold the inventory. The inventory sale receipts shall be reconciled with the inventory records on a monthly basis or whatever necessary.

B. Inventory Control Procedures:

1. The Official Specialist will obtain the current perpetual inventory record and cross reference items during a physical count to determine whether any items are missing, damaged, spoiled or obsolete.

2. The Office Specialist will report any discrepancies to the inventory immediately to the Chapter Manager.

3. The Chapter Manager will review the inventory count listing and any findings by the Office Specialist. If there is a major deficiency or changes in the inventory not properly recorded, the Chapter Manager will immediately consult with the Chapter Officials and correct the deficiencies with the Office Specialist.

4. The Office Specialist will be responsible for all daily inventory record keeping, perform monthly physical count and reconciliation of cash receipt tickets to the inventory records. The Chapter Manager will verify inventory records.

5. The Chapter Manager will also ensure a fair market value will be used to determine the sale of any items that are for resale.

XI. DEFINITIONS

The language contained in this section applies generally to this policies and procedures manual except as otherwise provided elsewhere in the Five Management Systems.

A. Accounting - the methods and records established and maintained to identify, assemble, analyze, classify, record and report a Chapter’s financial transactions, and to maintain accountability.
B. Administrative Functions - activities of the Chapter government, which are non-legislative, and performed by Chapter employees.

C. Bid - a formal submission made as an offer by a potential supplier or service provider to provide goods and/or services to the Chapter, which includes information such as pricing, delivery schedule and other information related to the bidder’s ability to provide the goods and/or services. A bid is evolved from the bidding process. A bid is not considered to be a binding offer by a vendor.

D. Chapter Employee - any person or entity working for, or rendering, or exchanging any services; or performing any act on behalf of the Chapter in return for any form of payment or compensation at any time temporarily, permanently or indefinitely.

E. Chapter Manager - the executive level professional who is hired by the Chapter to be responsible for administering the Five Management Systems and the every day administration of the Chapter.

F. Chapter Officials - public officials elected by the registered Chapter membership: Chapter President, Chapter Vice-President, and Chapter Secretary/Treasurer.

G. Chapter – a political subdivision considered as a general-purpose local government for reporting purposes of the Navajo Nation. The word “Chapter” is also used as a reference to the land and the people of such subdivision.

H. Chapter Resolution - the document recording the official action taken by the Chapter membership at a duly called Chapter meeting, and certified by the presiding Chapter official.

I. Construction – the process of building, altering, repairing, improving, or demolishing any public, structure or building, or other public improvement of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, building or real property.

J. Contract - all types of Chapter agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction. The term contract does not include agreements, including prime contracts and grants, between the Beclabito Chapter and Navajo Nation, federal, state, and county for the provision of governmental services to Navajos and other persons within the Chapter.

K. “Cost Plus” Contract – paid on the basis of a fixed fee or a percentage added to actual cost.
L. Custodian – an individual entrusted with guarding and having day-to-day charge of official books, records, documents, equipment, property and funds of Beclabito Chapter.

M. Emergency Purchases - an unforeseen and dangerous situation requiring immediate purchasing action by the Chapter to restore peace, health and safety for the people or their property.

N. Five Management Systems - a management, which includes fiscal, procurement, records, personnel and property management.

O. Navajo Nation Law - Navajo statutes, administrative regulations and Navajo common law.

P. Personal Property - all supplies, materials, and equipment and other property, including expendable and non-expendable property; capitalized and non-capitalized, but does not include real property or fixtures.

Q. Procurement – buying, purchasing, renting, leasing, or otherwise acquiring any goods, services or construction. It also includes all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

R. Proposal – an offer to perform a contract for the performance of work and labor and/or the delivery of goods sought where it is not practicable or not advantageous to the Beclabito Chapter to procure specified types of supplies, services, or construction by competitive sealed bidding.

S. Request for Proposal – all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

T. Real Property (Chapter) - any interest in land, together with the improvements, structures and fixtures located thereon.

U. Responsive Bidder – a person who has submitted a bid, which conforms in all material aspects to the Invitation for Bids.

V. Responsible Bidder or Offeror – a person who has the capability in all aspects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

W. Services – the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
X. Sole Source Procurement – shall mean procurement where the Procuring Party has determined, after adherence to applicable procedures that only one vendor is available to fulfill the procurement request and no other Goods or Services will satisfy the procurement request and the expenses attendant to locating vendors outside a geographically feasible area is an inefficient use of Chapter resources.

Y. Supplies – all property, including but not limited to equipment, materials, printing, insurance, and lease of real property, excluding land or a permanent interest in land.

Z. Vendor - a person or a commercial establishment that sells goods or services. Example: one who has goods for sale in a public place.