

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

BID NUMBER 23-05-3030KS

**I. PURPOSE OF REQUEST.**

The Navajo Nation Environmental Protection Agency, Waste Regulatory Compliance Department, Storage Tank Program (NNEPA/WRCD/STP) is requesting proposals for one vehicle to be utilized to conduct inspections. The specifications are outlined under the Scope of Goods and Services (Exhibit A). Proposals must be all inclusive for an out the door price. The selection will be based on overall price, services, performance and reliability of the proposers.

**II. TIME SCHEDULE.**

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

NNNEPA/WRCD/STP issues RFP.	June 5, 2023
Deadline for Submittal of Proposals by 5:00 PM Mountain	June 23, 2023
Evaluation of submitted proposals	June 28, 2023
Notice of conditional selection and initiate award process (tentative)	June 30, 2023
Award by the Navajo Nation (tentative)	TBD

**III. INSTRUCTION FOR PROPOSERS.**

A. All proposals\* must be addressed to:

Delivery: Kimberly Slim, Buyer  
Purchasing Service Department  
Admin Building One  
Window Rock Boulevard  
Window Rock, Arizona 86515

Mailing: Kimberly Slim, Buyer  
Purchasing Service Department  
Post Office Box 3150  
Window Rock, Arizona 86515

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

B. All proposals must be in a sealed envelope and clearly marked

**"NNEPA 23-05-3030KS"**. The name and address of the proposing vendor must be shown on the face of the envelope.

- C. Any questions or inquiries regarding the scope of work should be brought to the attention of

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

- D. All proposals must be received by 5:00PM Mountain on Friday, June 23, 2023. Proposals will not be accepted after this deadline. Two (2) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.
- E. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- F. The NNEPA will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- G. Proposal Submittal should include:
1. 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 NNEPA. Please include specialization of the key staff.

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

**IV. SELECTION CRITERIA.**

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

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

**V. SCOPE OF WORK.**

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

**VI. TERMS AND CONDITIONS.**

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

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

## **VII. COMPENSATION**

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

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

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

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

**EXHIBIT A**

**SCOPE OF  
WORK**

# EXHIBIT A

## SCOPE OF WORK AND SERVICE

NNEPA Inspection SUV

One Sports Utility vehicles

### No Cost Options

MHS – 10 Speed automatic transmission

L84 - 5.3L V8 Engine

FE9 - Emissions, Federal requirements

### Other Options

1LS- LS Preferred Equipment Group

A50 - Front bucket seats

AEQ - Power windows with rear express-down

AKJ - Glass, windshield shade band

AKK - Acoustic laminated glass

AKO - Deep-tinted glass

AKX - Windshield, solar absorbing

ALO - Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information)

ARN - Manual 60/40 split-folding third row bench seat

AT6 - Manual-folding second row 60/40 SP-lit-bench seats

ATH – Keyless Open

AU3 - Power door locks

AXG - Power windows with driver express-up/down

AYO - 7 airbags (requires front bucket seats)

B30 – Carpeted floor covering

B58 - Carpeted floor mats

BTM – Keyless Start

BTV - Remote Start

BVE - Black assist steps

C25 - Rear intermittent wiper

C49 - Rear window defogger

C69 - Rear air conditioning

C6H – 7,500 lbs. GVWR

CE1 - Rain sense automatic wipers

CJ2 - Tri-zone automatic climate control

CTT - Hitch Guidance

D07 - Front center console

D31 - Inside rearview manual day/night mirror

D75 - Body-color door handles

DH6 - Driver and front Passenger visors with illuminated mirrors

DLF – Body color heated Power outside mirrors

DP6 - Body-color mirror caps

ENL - Automatic Stop/Start disable button

EPH - Electronic Precision Shift

NNEPA Inspection vehicle 23-05-  
3030KS



FE9 - Emissions, Federal requirements  
FJW - Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 VB engine only.)  
G86 - Mechanical limited-slip rear differential  
GUS - 3.23 rear axle ratio  
HOU - Jet Black, Premium cloth seat trim  
IOR - Infotainment 3 System with 8" diagonal color touchscreen  
J61 - 4-wheel antilock disc brakes  
K10 - Engine air filtration monitor  
K34 - Cruise control  
K4F - Heavy-duty 730 cold-cranking amps battery  
KC4 - External engine oil cooler  
KCS - 12-volt Power outlet  
KI4 - 120-volt Rower outlets  
KL9 - Automatic Stop/Start  
KNP - External auxiliary transmission oil cooler  
KW5 - 220-amp alternator  
L84 - 5.3L v8 engine  
MHS - 10-speed automatic transmission  
N06 - Steering column lock  
N37 - Manual tilt and telescoping steering column  
N57 - Wrapped steering wheel  
NB5 - Single outlet exhaust  
NP0 - Autotrac Single speed transference  
PED - Safety Assist  
PPW - Wireless Apple CarPlay/Wireless Android Auto capabilities for phones  
PRF - 3 Years of Remote Access  
PZX - 18" Bright Silver painted aluminum wheels  
QBE - Mechanical jack with tools  
QDF - 18" 265/ 60R18 all-season black wall tires  
SAF - Spare Tire Carrier  
T3S - LED Daytime Running Lamps  
T4L - LED headlamps  
T8Z - Buckle to Drive  
TB4 - Manual liftgate  
TDM - Teen Driver  
TQS - IntelliBeam  
TR1 - LED tail lamps  
UDS - Front and Rear Park Assist  
UDD - 4.2" diagonal color Driver Information Center  
UE1 - OnStar & Connected Services capable  
UE4 - Following Distance Indicator  
UEU - Forward Collision Alert  
UHX - Lane Keep Assist with Lane Departure Warning  
UHY - Automatic Emergency Braking  
UIJ - 8" diagonal Infotainment screen  
UJN - Tire Pressure Monitoring System  
UK3 - Steering-wheel mounted controls  
UKJ - Front Pedestrian Braking  
UQF - 6-speaker audio System  
USR - USB data ports

NNEPA Inspection vehicle 23-05-  
3030KS

USS - USB ports for rear passengers  
UTJ - Electrical theft-deterrent system  
UVB - HD Rear Vision Camera  
V55 - Bright roof-mounted side rails  
VK3 - Front license plate bracket  
VTI – Upper active aero shutters  
VV4 - WIFI Hotspot Capable  
WTX - Front fascia  
XCQ - 17" all-season black wall spare tire  
Z82 – Trailering equipment  
4-wheel drive  
Assist handles  
Overhead assist handles  
Bluetooth  
Cargo Management System  
Rear child security door locks  
Hill Start Assist  
LATCH System  
Interior lighting  
Rear Seat Reminder  
Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar  
8-way\_Power Passenger seat  
Seat trim, cloth  
Sirius XM with 360L 3-month Trial Subscription  
Stabil Trak, electronic stability control system with traction control Steering, power  
Premium Smooth Ride suspension  
Suspension, front coil-over-shock with stabilizer bar Suspension, rear multi-link with coil springs  
Trailer sway control  
Warning tones

# **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 B**

**FORM W-9**

**(Rev. 10-2018)**

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exempt payee code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																				
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# **EXHIBIT D**

## **Purchase Order Terms and Conditions**



# EXHIBIT D

## Purchase Order Terms and Conditions

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