

**INVITATION TO BID
NAVAJO POLICE DEPARTMENT
POLICE UNIFORMS & EQUIPMENT**

ITB No. 26-05-4133 DB

I. PURPOSE OF REQUEST

The Navajo Police Department (NPD) is requesting proposals for police uniforms and equipment with the specifications outlined under the Scope of Goods and Services (Exhibit A). The request is to solicit competitive, best-value proposals from qualified vendors to furnish, fit, customize, and deliver police uniforms and equipment, and related apparels and service for the Navajo Police Department on an as-needed basis under a multi-year contract. The selected vendor will provide high-quality, durable garments that ensure a consistent, professional appearance, officer safety and comfort, and reliable supply continuity across all sizes and assignments.

The selection will be based on the overall price, services, and Quality Compliance: Supply uniforms that meet or exceed agency specifications (fabric, color/fastness, construction, durability, visibility standards where applicable) with men and women’s extended sizing. Including, Quality Compliance: Supply uniform footwear that fit, customize, and deliver police uniform footwear (patrol boots and station shoes) for sworn personnel on an as-needed basis under a multi-year contract. The selected vendor will provide high-quality, durable footwear that meets agency specifications for safety, comfort, and professional appearance, with reliable fulfillment and program support. The selected vendor will provide full managed uniform program; body armor packages; duty-gear programs with sizing/fitting and service levels.

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. The NPD’s needs are outlined in the following Request for Proposal ("RFP").

II. TIME SCHEDULE

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

NPD issues ITB	May 11, 2026
Deadline for Submittal of Proposals by 5:00 PM Mountain	May 27, 2026
Evaluation of submitted proposals	May 29, 2026
Notice of conditional selection and initiate award process (tentative)	May 29, 2026
Award by the Navajo Nation (Tentative)	September 30, 2026

III. INSTRUCTION FOR PROPOSERS

All proposals* must be addressed to:

Delivery: Darren Begay, Buyer
Purchasing Service Department Administration
Building One
2559 Window Rock Boulevard / 1st Floor
Window Rock, Arizona 86515

Mailing: Darren Begay, 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:

- A. All proposals must be in a sealed envelope and clearly marked **"NPD Police Uniform & Equipment. ITB 26-05-4133DB** The name and address of the proposing vendor must be shown on the face of the envelope.
- B. Any questions or inquiries regarding the scope of work should be brought to the attention of

Deputy Chief of Police Leonard Williams
Navajo Department of Public Safety
Navajo Police Department, Headquarters
928-637-4084
leonardwilliams@navajo-nsn.gov

- C. All proposals must be received by 5:00 p.m., Mountain Standard Time, on Wednesday, May 27, 2026. 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.
- D. Proposals should be prepared simply and economically, providing a straightforward, 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.
- E. The NPD will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- F. Proposal Submittal must include:
 - 1. Description of the proposers' experience and capabilities in delivering the requested goods and services to government, corporate or law enforcement agencies. Delivery to law enforcement agencies should be emphasized.

2. Proposer must include in their RFP a list of three (3) commercial fleet client references that can be used as references. Selected organizations may be contacted to determine the quality of work and services provided. The references should be law enforcement agencies.
3. Provide insight describing the certification and work experience for the key staff who would be assigned to provide the requested goods and services to the NPD. Please include specialization of the key staff.
4. Identify from what location the proposer will provide the goods and service to the NPD.
5. Describe systems and mechanisms that would be established to ensure timeliness of response to the NPD staff and good communication during and following the project. Specifically, identify how long it will take for the police uniform and equipment 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. COSTS: Provide a proposed fee for the project based on the scope of work as outlined in the proposal. The fee should include the following:
 - a. Base fee for the goods and services outlined.
 - b. Define any additional or variable charges proposed that would be in addition to the base fee.
9. License requirement. Please refer to Section VIII.
10. A completed W-9 Form (Exhibit B).
11. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C).

IV. SELECTION CRITERIA

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

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

V. SCOPE OF WORK

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

VI. TERMS AND CONDITIONS

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

staff and management prior to selection to determine, among other things if needed:

- a. Customer service responsiveness.
 - b. Shop organization and operation efficiency; and
 - c. Response time.
- I. The police uniform and equipment must be delivered in a timely manner. The bid price shall be F.O.B. to the Window Rock Headquarters Property Section, Window Rock, Arizona. The police uniforms and equipment shall be free from any purchase money or other lien or security interest.
 - 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

- I. 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.
- J. 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.
- K. 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.
- L. Payment by the NPD for the identified goods and services will only be made after the identified goods and services have been delivered and accepted by authorized NPD representatives. This includes all pertinent documents, including invoice and acceptance of the vehicle according to specifications.
- M. The vendors W-9 address must be reflecting on the vendors' addresses.
- N. The successful proposer must align their invoice to the exact verbiage contained on the purchase order reflecting goods purchases. The NPD requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the NPD to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the NPD as described in Exhibit A.

VIII. PROPOSAL PRICE

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

IX. LICENSE REQUIREMENT

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

EXHIBIT A

SCOPE OF GOODS

EXHIBIT A

Scope of Work (SOW) and Service Request for Proposals — Complete Police Uniforms and Duty Gear

The Navajo Police Department seeks best-value proposals to furnish, fit, customize, and deliver complete police uniforms and duty gear. The contract will provide taupe gray uniforms (Class A long sleeve and Class C short sleeve) with matching trousers, black uniform tie, uniform patches, brown trooper hats, complete black web Sam Browne duty belts with accessories, NIJ-certified body armor, and black polishable duty boots. The selected vendor will support on-site/virtual fittings, alterations, patching/embroidery, timely fulfillment, returns/exchanges, and reporting.

1. Scope of supply (by category)

A. Uniform shirts — taupe gray (Class A and Class C).

- Color: Taupe gray; proposer shall submit fabric swatches and specify color codes (e.g., Pantone, manufacturer code). All garments must match the approved taupe gray standard across dye lots.

Fabrics (propose one or more):

- Duty polyester/wool blend (e.g., 55/45) or poly/cotton (e.g., 65/35) or equivalent with permanent press and colorfastness; optional stretch performance blends acceptable.

Construction/features:

- Military creases, epaulets, badge tab, nameplate support, pen slot, pleated pockets with scalloped flaps and bar tacks at stress points.
- Sewn placket, high-stitch density seams per ASTM standards.
- Men's and women's cuts; full size range including tall/short and extended sizes.

Compliance/quality:

- Colorfastness (AATCC 61 Class 2 min. or equivalent), shrinkage $\leq 3\%$, seam strength and tear resistance meeting applicable ASTM standards.

B. Uniform trousers — taupe gray

- Color match: Exact match to approved taupe gray shirts (same dye standard).
- Dark Forest Green trouser stripping.
- Fit: Contemporary duty fit (not square, straight-cut); vendor shall propose styles comparable to the fit evaluated in store.
- Fabrics: Duty-grade poly/wool or poly/cotton or equivalent with permanent press; optional stretch; reinforcement at seat/crotch; bar tacks at stress points.
- Features: Quarter-top front pockets, welt or button-through rear pockets; gripper waistband; unfinished hem (with alteration services) or finished hem by measurement.
- Men's and women's patterns; full size range and extended sizes.

C. Uniform Tie

- Black color 2.5" uniform tie (clip-on or break away).

D. Uniform patches and embroidery

- Agency shoulder patches (artwork provided in vector format); merrowed edge; color-fast threads matching agency palette.
- Backings: Sew-on (standard). Hook/loop or heat-seal optional if specified.
- Services: Patch sewing and badge/nametag placement to agency pattern; sample mock-ups required for approval.

E. Brown trooper (campaign) hat

- Material: straw (summer) or equivalent; four-dent crown; brim ~3"–3.25" (specify).
- Color: Brown (agency standard).
- Accessories: Chin strap (leather or cord), eyelets/vents, hat band; finish hardware black or brass per agency preference.
- Sizes: Full range including long ovals; shaping/cleaning service guidance.

F. Black web Sam Browne duty belt and accessories

Belt system:

- 2.25" black duty belt (nylon web or laminate), inner belt (hook/loop), and minimum four (4) keepers; stiffener for load support.
- Required accessories (black finish; compatible with 2.25" belt):
- Level III (or ALS/SLS equivalent) duty holster, optics/light-capable, for Glock 45 (9×19) with Holosun HE508T-RD X2 Red Dot Sights and common duty weapon lights (e.g., SureFire X300U/TLR-1 HL). Safariland 7TS/STX or equal; specify exact model numbers.
- Double & Triple 9mm magazine pouch (vertical or horizontal as specified).
- Handcuff cases (single and double).
- Radio holder (adjustable or sized for agency radios; specify models supported).
- OC spray case (MK-3 or agency size).
- Baton scabbard for ASP 26" (duty and plainclothes options).
- Flashlight holder, glove pouch, key keeper(s), tourniquet holder.
- Optional: double-mag/handcuff combo pouch; dump pouch.
- Materials: Heavy-duty web/laminate; reinforced stitching; corrosion-resistant hardware; retention and draw standards suitable for duty use.

G. Body armor (soft armor and carrier)

Ballistic package:

- NIJ Certification: Current NIJ 0101.06 or 0101.07 (as listed) Level IIIA (soft armor) or equivalent threat level specified by agency; vendor shall provide current NIJ model listing and test documentation.
- Materials: Aramid, UHMWPE, or hybrid; manufacturer and model must be identified.
- Warranty: Minimum 5 years on ballistics; 2 years on carrier.

Carrier:

- Concealable and/or external overt carrier options; color options (e.g., black, dark navy, taupe gray if available to match uniform).
- Features: Moisture-wicking liner, trauma pad pocket, cummerbund/strap adjustability, mic/utility tabs; plate pockets (optional) for rifle-rated plates (NIJ RF1/RF2) if offered.
- Sizing: Male and female-specific cuts; full size range; measurement and fitting services required.

- Documentation: Ballistic test reports, NIJ listing page or certification letter; care/maintenance instructions.

H. Black polishable duty boots

- Styles: 6" and 8" options; black polishable leather or leather/composite; side-zip optional.

Performance:

- Slip/oil-resistant, non-marking outsole; EH rating per ASTM F2413 where applicable; waterproof/breathable membrane preferred; moisture-wicking liner; removable antimicrobial insole; shank for stability.
- Sizing: Full men's and women's runs with multiple widths; return/exchange policy for fit.

2. Services and program requirements

Fittings and alterations:

- On-site fitting events (initial roll-out and periodic) and/or fit kits; professional alterations (hemming, waist/seat, sleeve) with standard turn-times.

Embellishment:

- Patch sewing, badge/nametag placement to agency pattern; embroidery (if applicable); approval of placement samples prior to production.

Ordering and allowance management:

- Online portal (if requested) supporting user roles, approvals, budget controls, and order history. Secure data handling (encryption; role-based access).

Delivery SLAs:

- In-stock items ship within 5 business days; backorders within 30 calendar days or offer approved equivalents.
- Fill rate and on-time performance $\geq 95\%$ monthly.

Returns/exchanges:

- No-penalty size exchanges within 30 days (unworn, with tags); clear RMA process.

Reporting:

- Quarterly (or monthly) reports: orders, spend by cost center, fill/on-time rates, returns/defects, backorder aging.

3. Samples and evaluation

Required with proposal (or upon shortlist):

- Two sample each (Male & Female): taupe gray Class A shirt, Class C shirt, matching trousers; patch samples; duty belt with two representative accessories; one pair of 6" and one pair of 8" boots; body armor carrier and a demo ballistic panel (inert for evaluation); color swatches for taupe gray.

Wear test (optional):

- Agency may conduct a 30–60 day wear test of shortlisted garments/boots/gear prior to award.

4. Technical specifications and quality standards
 - Garments: Colorfastness AATCC standards; shrinkage $\leq 3\%$; seam/tear strength per ASTM; bar tacks at stress points; consistent dye lots.
 - Duty gear: Durable materials, secure retention, corrosion-resistant hardware; compatible with 2.25" belts.
 - Body armor: Current NIJ listing; model numbers and test reports provided; ballistic lot tracking and warranty registration available.
 - Footwear: Document slip resistance (ASTM F2913 or equivalent) and EH rating (if applicable).
5. Packaging, labeling, and documentation
 - Each order labeled with officer name/ID, size, and contents; packing list per shipment.
 - Provide care instructions for garments/boots and maintenance/warranty documentation for body armor and holsters.
6. Implementation and training
 - Implementation plan within 15 days of award: fittings schedule, portal configuration (if applicable), and first-order timeline.
 - Brief training or quick-reference guides for portal use and sizing.
7. Pricing and warranties
 - Provide unit pricing for each item/SKU; alterations, patching/embroidery, and embellishment fees; shipping (FOB terms); volume and multi-year discounts.
 - State warranties: garments (minimum 12 months against defects), boots (minimum 12 months), duty gear (per manufacturer), body armor (ballistics 5 years; carrier 2 years).
 - Lead times and escalation terms (e.g., CPI/material index) for multi-year contracts.
8. Compliance and preferences
 - All products and services must meet applicable laws, safety standards, and agency policies. Vendors shall disclose any exceptions.
 - If applicable, note compliance with tribal business and employment preference policies.
9. Deliverables
 - Approved color swatches and placement templates
 - Size runs/fit kits for initial rollout
 - Orders delivered per SLAs; quarterly performance and spend reports
 - Warranty and NIJ documentation for body armor
 - Portal (if requested) configured and tested prior to first mass order

Notes for proposers

Identify any "brand name or equal" substitutions and provide salient characteristics demonstrating equivalency.

Clearly state any deviations from specifications; provide alternative options where beneficial (e.g., seasonal trooper hats, external armor carriers color-matched to taupe gray if available).

This Scope of Work defines minimum requirements. Proposers may submit enhanced options

that improve durability, comfort, safety, or program efficiency, provided all mandatory specifications are met.

EXHIBIT B FORM W-9 (Rev. 03/2024)

EXHIBIT C

Debarment and Suspension

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

Consultant/Project Name

Work Location

1. Applicant acknowledges, in accordance with the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, to the best of its knowledge, Applicant, in either its present form or in any other identifiable capacity, that it has not:
 - a. been convicted in any jurisdiction for the commission of a criminal offense incident to obtaining, or attempting to obtain, a public or private contract or subcontract, or in the performance of such Contract or subcontract;
 - b. been convicted in any jurisdiction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Navajo Nation Contractor;
 - c. been convicted in any jurisdiction under any antitrust statute arising out of the submission of offers;
 - d. violated contract provisions, such as having:
 - i. deliberately failed, without good cause, to perform in accordance with the purchase description or within the time limit provided in the contract; or
 - ii. a record of failure to perform, or of unsatisfactory performance, with the terms of one or more contracts; or
 - e. been determined to be ineligible to conduct business with the Navajo Nation under the Navajo Business Opportunity Act, 12 N.N.C. §§ 201-380;
 - f. submitted bad offers where such offers are lower than the expected price, or overstate the Applicant's qualifications; and
 - g. engaged in any other cause so serious and compelling as to affect Applicant's responsibility as a Navajo Nation Contractor, including debarment or suspension by another government.
2. Applicant certifies that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Applicant acknowledges that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.
4. Applicant certifies that, to the best of its knowledge, 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. §§ 1501-16 and 5 N.N.C. §§ 201-380.
5. Applicant 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

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

NNDOJ10-25

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.