

REQUEST FOR PROPOSAL

Comprehensive Compensation Study
BID NO. 23-04-3001GC



Navajo Nation – Department of Personnel Management
P.O. Box 7080 Window Rock, AZ 86515
www.dpm.navajo-nsn.gov

REQUEST FOR PROPOSAL
COMPREHENSIVE COMPENSATION STUDY

The Navajo Nation Department of Personnel Management (DPM) is seeking a highly qualified and experienced individual(s) or firm with a proven track record of accomplishment in similar public sector projects to conduct a comprehensive compensation study and analysis for all positions within its Class Plan and to provide recommendations to address anomalies within the current pay structures. The Navajo Nation’s Class Plan consists of approximately 722 position titles.

The purpose of the request for Proposal (RFP) is to provide interested individual(s) or firms with sufficient information to enable them to propose and submit proposals for the scope outlined within the RFP.

I. GENERAL INFORMATION

Navajo Nation Background Information

1. The Navajo Nation

The Navajo Nation is a tribal government with a land base of approximately 27,000 square miles extending into the states of Arizona, New Mexico and Utah. The Navajo Nation is governed within a three-branch government system (Executive, Legislative and Judicial) and a 24-member Navajo Nation Council who serve as its Governing Body. The members referred to as the Navajo Nation Council delegates represent the 110 Navajo Nation Chapters throughout the Navajo Nation.

2. The Navajo Nation Compensation System

Currently the Navajo Nation has a grade and step compensation system. There are 27 grades on the regular and premium pay scales. There are 12 steps per grade with approximately 3% between steps and 9% between grades. It takes an employee at least 17 years to move across the pay scale to the maximum step of the grade assigned to the position.

Currently the Department of Personnel Management administers 5 different salary schedules, as follows:

- Schedule “BX” is for use by class titles not eligible for a premium rate.
- Schedule “BY” is for use by class titles that are eligible for a premium rate.
- Schedule “BZ” is for use by commissioned law enforcement officers only.
- Schedule “BV” is for use by Head Start class titles not eligible for premium rate.
- Schedule “BW” is for use by Head Start class titles eligible for a premium rate.

The adjustments to salary schedules “BX” and “BY” was in October 1, 2022 when the Navajo Nation Council approved a 5% general wage adjustment. Schedule “BZ” was established in 2016 incorporating a 2.5% increase based on a salary study. Schedules “BV” and “BW” were established in 2016 incorporating a 1.8% COLA based on funding awarded by the funding agency.

The Navajo Nation employs close to 5,000 regular full-time/part-time employees within the Executive and Legislative Branches. The Navajo Nation's fiscal year begins on October 1st and ends on September 30th of each year. The majority of the regular full-time positions are within the Executive Branch. The Judicial Branch has its own personnel department; therefore, their positions are not included in this study.

- The Executive Branch consists of 16 divisions and executive offices with approximately 4,852 employees.
- The Legislative Branch employs approximately 138 employees.

II. SCOPE OF WORK

The purpose of the Compensation Study and analysis is to ensure appropriate compensation for all Technical, Clerical, Trades and Operating employees, as well as Middle Management, Professional, Supervisory, Executive and Management employees.

The objectives are to:

- a. Attract and retain qualified employees.
- b. Provide salaries commensurate with assigned duties.
- c. Provide benefits commensurate with comparable government agencies.
- d. Clearly outline promotional opportunities and provide recognizable compensation growth.
- e. Provide justifiable pay differential between individual classes.
- f. Maintain a competitive position with other comparable government entities, public and private employers within the same geographic areas.

The Consultant shall conduct comprehensive compensation surveys for all classifications in accordance with the requirements described in the Scope of Work.

- a. Review and provide cost-effective recommendations, including rationale, to align the Nation's compensation structure for all positions in consideration of the Nation's current pay practices and policies, internal pay relationships, and the external labor market.
- b. Reevaluate and recommend changes, as applicable, to the Nation's existing labor market comparison agencies to determine ongoing relevance and continued appropriateness. Develop a presentation if recommending modifications to the list of comparable agencies, including the rationale for changes.
- c. Prepare and submit to the DPM a final compensation survey report that analyzes salary and total compensation labor market data for all job classifications, to include the following:
 - Agencies surveyed
 - Comparable class titles
 - Salary range minimum

- Salary range maximums/control point
 - Number of observations
 - Level of variability of the data
 - Market value relative to 50th percentile (market median) and 75th percentile
 - Percent of the Nation's salary range above or below the market median value
 - Explanation and outline of methodology that was used
 - Summary and assessment of the Nation's data relative to the market data points
 - Review of current pay structure(s) relative to market data points and/or recommendations of possible change
 - Identification of key issues that may need to be addressed
 - Recommendations that include rationale for each key issue identified and a proposal for implementation
 - Review of the Nation's total compensation, including health benefits compared to market data points and/or recommendations of possible change(s)
 - A key explaining comparative data points used to analyze the Nation's salary and total compensation with market salary and total compensation data
 - Percentile placement amounts for all positions regarding salary and total compensation relative to market position.
- d. Conduct a cost analysis and quantify fiscal impact of proposed implementations/recommendations for adjustment of market values job classification that may be out of alignment.

For the duration of the project, the Consultant shall provide the DPM with ongoing and regular reports on the status and any issues encountered during the project. The Nation will provide copies of all salary schedules and benefits summary for calendar year 2023 and any other available in-house information requested by the Consultant that may be required to complete the study. The Consultant shall provide the DPM a recommended strategy for implementing any changes suggested based on findings within the context of the Nation's policies and procedures.

III. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities are to provide the Navajo Nation with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, graphic exhibits and pricing forms.

Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RPF instructions, responding to the RFP requirements, and providing a complete and clear description of the offer.

- a. Vendor Application Form and Cover Letter: A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the Contractor’s office located nearest to the Navajo Nation and the office where the project will be managed from.
- b. Background and Project Summary Section: The Background and Project Summary Section should describe your understanding of the Navajo Nation, the work to be done, and the objectives to be accomplished.
- c. Company Experience and Qualifications: The information requested in the section should describe the qualifications of the firm or entity, key staff, and subcontractors performing services within the past five years that are similar in size and scope to demonstrate competence to perform these services.
- d. References: Provide three references that received similar services from your firm. The Navajo Nation reserves the right to contact any of the organizations or individuals listed. Information shall include:
 - Client Name;
 - Project description;
 - Project start and end dates; and
 - Client project manager name, telephone number, and e-mail address.
- e. Methodology: Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work for this RFP.
- f. Staffing: Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if the Contractor chooses to assign different people to the project, the Contractor must submit their names and qualifications, including the information listed above to the Navajo Nation for approval before they begin the work.
- g. Project Timeline: Provide a detailed timeline with milestones to complete comprehensive Scope of Work.
- h. Cost Proposals: All Proposers are required to submit a detailed Cost Proposal to be included with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 90 days following submission. The fees must be inclusive of all costs charged to the Navajo Nation.

The Cost Proposal must be in a SEALED ENVELOPE separate from the Technical Proposal marked "COST PROPOSAL – DO NOT OPEN". Only one (1) original Cost Proposal is required. The Cost Proposal must consist of a complete and detailed list of professional fees/rates, and reimbursable expenses applicable to professional services. The 6% Navajo Sales Tax will be applied to all invoices for services rendered. The Cost Proposal should contain the following:

1. Professional Fees (hourly rates)
 2. Reimbursable travel expenses (meals, lodging, mileage or car rental)
 3. Total Cost
- i. **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Navajo Nation elected officials, appointed officials, Navajo Nation employees, or family member of any current Navajo Nation elected official, appointed official, or Navajo Nation employee. Any past or current business relations may not disqualify the firm or individual from consideration.
2. **Important Notice:** The Navajo Nation has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other Navajo Nation personnel with any questions or clarifications concerning this Request for Proposal. Any noncompliance will be grounds for disqualification.
3. **Addendum:** If clarification or interpretation of this solicitation is considered necessary by the Navajo Nation, a written addendum shall be issued, and the information will be posted on the Navajo Nation Department of Personnel Management’s website at www.nndpm.navajo-nsn.gov. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the Department of Personnel Management. It is the responsibility of each Proposer to periodically check the DPM website to ensure that it has received and reviewed any and all supplements to this solicitation. DPM will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.
4. **Schedule of Events:** The Request for Proposal shall be governed by the following schedule:
- | | |
|---------------------------------------|----------------|
| DPM Releases RFP | April 10, 2023 |
| Proposals Due | May 5, 2023 |
| DPM to Review and Rate all Submittals | May 22, 2023 |
| Selection of Firm | June 16, 2023 |
5. **Process for Submitting Proposals:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- a. Number of Proposals: Submit one original, five (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disc copy, the original shall control.
- b. Inquiries: Questions about this RFP may be directed in writing to: Tomicita Woodie, Human Resources Director at: tomicita.woodie@dpm.navajo-nsn.gov.

From the date this RFP is issued or until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in the RFP with any DPM employee other than the contracting officer listed above regarding this RFP. DPM reserves the right to reject any Proposal for violation of this provision. No questions other than in writing will be accepted, and no response other than written will be binding upon the DPM.

- c. Public Records: All Proposals submitted in response to this RFP become the property of the DPM. Information in the Proposal, unless specified as trade protected, may be subject to public review. Any information contained in the Proposal that is proprietary must be clearly designated. Marking the entire Proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the Navajo Nation Procurement Rules & Regulations and the Navajo Business Opportunity Act.
- d. Conditions for Proposal Acceptance: This RFP does not commit the DPM to award a contract or to pay any costs incurred for any services. DPM, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified sources(s), or to cancel this RFP in part or in its entirety. The DPM may waive any irregularities in any Proposal. All Proposals will become the property of the DPM. If any proprietary information is contained in the Proposal, it should be clearly identified.
- e. Insurance & W-9 Requirements: Upon the recommendation of contract award, Contractor will be required to submit the following documents within ten (10) business days of DPM notification, unless otherwise specified in the solicitation:

Insurance – DPM requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the DPM. Within ten (10) business days of award of contract, successful Bidder must furnish the DPM with the Certificate of Insurance proving coverage.

W-9 – Current signed form W-9 (Tax Identification Number & Certification) which includes Contractor’s legal business name(s).
- f. Submission of Proposals: All completed written Proposals must be submitted in sealed envelopes marked and received prior to 5:00 p.m. on Monday, May 5,

2023, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.

Department of Personnel Management
 ATTN: Tomicita Woodie, Human Resources Director
 P. O. Box 7080
 Window Rock, AZ 86515

- g. Proposals must include the following documents:
- Letter of Interest
 - Non-Collusion Affidavit (Exhibit A)
 - Debarment and Suspension (Exhibit B)
 - Affidavit of Responsibility for Subcontractors (Exhibit C)
 - W-9 (Exhibit D)

6. **Evaluation Criteria:** DPM’s evaluation and selection process will be conducted in accordance with the table below. At all times during the evaluation process, the following criteria will be used. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

	MAX POINTS	SCORE
Firm Structure and Experience	15	
Adherence to RFP Instructions and Other Relevant Factors Not Considered Elsewhere	20	
Product Functionality	20	
Project Implementation Schedule	20	
Proposed Fee Structure Pricing/Expenses	25	
TOTAL SCORE	100	
<p style="text-align: center;">NAVAJO PREFERENCE POINTS – PRIORITY #1</p> Certification shall be granted to any 100% Navajo-owned and controlled business, having its principal place of business on or off the Navajo Nation	10	
<p style="text-align: center;">NAVAJO PREFERENCE POINTS – PRIORITY #2</p> Certification shall be granted to any 51% to 99% Navajo or 51% to 100% other Indian owned and controlled business or 100% Navajo Nation owned and controlled economic enterprise having its principal place of business on or off the Navajo Nation	5	

RFP EXHIBITS

The following exhibits are being provided:

- Exhibit A: Non-Collusion Affidavit
- Exhibit B: Debarment and Suspension
- Exhibit C: Affidavit of Responsibility for Subcontractors
- Exhibit D: W-9

7. **Evaluation of Proposals and Selection Process:** An Internal Evaluation/Selection Committee (Committee) will screen and review all Proposals according to the weighted criteria set forth above.

The DPM with input from the members of the Committee will evaluate each proposal to select a firm to recommend to the Office of the President and Vice President to enter into a contract for services. The Office of the President and Vice President will provide final approval of the selection.

- a. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. DPM may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, DPM reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- b. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. DPM may reject any Proposal in which a Proposer's approach, qualification, or price is not considered acceptable by the DPM. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The DPM may conclude the evaluation process at this point and recommend award to the lowest responsible Bidder. Alternatively, DPM may elect to negotiate directly with one or more Proposers to obtain the best result for the DPM prior to making a recommendation or selection.
- c. Interviews, Reference Checks, Revised Proposals, Discussion: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in a virtual interview. Interviews, if held, will be conducted virtually. The individual(s) from Proposer's firm or entity whom will be directly responsible for carrying out the full performance of the contract, if awarded, should be present at the virtual interview.

In addition to conducting a virtual interview, DPM may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any

available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, DPM may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to DPM.

If prior to contract award, a Proposer discovers a mistake in the Proposal, which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the DPM and request to withdraw the Proposal. It shall be solely within the DPM's discretion as to whether the withdrawal will be permitted.

9. **Responsibility of Proposers:** DPM shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Precontractual expenses are not to be included in the Contractor's Pricing Sheet. Precontractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the DPM;
- Negotiating with the DPM any matter related to the Proposal; and
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

10. **Confidentiality:** The Navajo Business Opportunity Act mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for an explanation, exception, or substitution, response to this RFP, protest, or any other written communication between DPM and Proposer shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that DPM withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the DPM withhold from disclosure information identified as confidential, and the DPM complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless DPM from

and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the DPM or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the DPM withhold from disclosure information identified as confidential, the DPM shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the DPM.

11. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the DPM about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in the RFP with an officer, employee, or agent of the DPM, including any member of the evaluation panel, with the exceptions of the Human Resources Director, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the DPM during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the DPM on the Proposer's behalf.

12. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest, which would present a conflict of interest during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any persons having such an interest in the performance of any Agreement awarded.
13. **Disclosure of Government Positions:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of DPM; DPM requires that all Proposers disclose in their Proposals any positions that they hold as directors, officer, or employees of a governmental entity. Additional disclosure may be required prior to the contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employer of the firms currently holds positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months as part of the Proposal.
14. **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with DPM describing the Scope of Services to be performed, the schedule for completion or services, compensation and other pertinent provisions. The terms of the Agreement, including insurance requirements, have been mandated by DPM and can be modified only if extraordinary circumstance exist. Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

15. **Standard Terms and Conditions:** DPM reserves the right to amend or supplement this RFP prior to the Proposal due date. All Addendum(s) and additional information will be posted to DPM's website. Proposers should check this web page daily for new information.

NAVAJO NATION CONTRACTOR AFFIDAVIT OF NON-COLLUSION

For _____ (service type) for the _____ (name) Project, located in the _____ (location) of the Navajo Nation, state of _____, County of _____.

_____, (Affiant name), being first duly sworn, hereby deposes and says that:

- 1. He/she is the _____ (job title) of _____ (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
a. fix any price or fee relating to any Proposal, Statement of Qualification, or Bid of said Entity or of any other entity, bidder, or person, or
b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

NOTARY:

Signature of Affiant
Printed name of Affiant
Title of Affiant
Name of Entity
Address of Entity
Entity Employer Identification Number (EIN)

Subscribed and Sworn before me this _____ day of _____, 20____
Notary Signature _____
My Commission expires _____

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

AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

for Indefinite Delivery / Indefinite Quantity On-Call Professional Planning, Architectural, Engineering, and Project Management Services for the Navajo Nation Division of Community Development located in Window Rock, Arizona of the Navajo Nation.

State of _____) ss.
County of _____)

Affiant: _____, being first duly sworn hereby deposes and says:

1. that he/she is the _____ of _____, the Business Entity that has
owner, partner, officer, representative, agent company, firm, partnership, etc.
submitted to the Navajo Nation a Proposal, Statement of Qualifications (SOQ) or Bid for the above-named Project;
2. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. that, if said Entity is selected for a Contract Award from the Navajo Nation, said Entity shall serve as the Prime Contractor under such Contract, and as of the date of signature below said Entity intends to use the subcontractors listed on "Exhibit A" attached hereto, in its performance under such Contract for the above-named Project;
4. that none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the Federal Government, any State Government, the Navajo Nation, or from any other Tribal Government in the U.S.;
5. that none of the subcontractors listed are the subject of any imminent debarment or suspension, or any other imminent determination of ineligibility from the Federal, any State, Navajo Nation, or other Tribal Government;
6. no such subcontractors are currently, or have been within the past ten (10) years, under any criminal indictment or under any civil complaint or charge by the Federal, any State, Navajo Nation, or other Tribal Government, for fraudulent activities, forgery, falsification, theft, bribery, destruction of records, obstruction of justice, receiving stolen property, or other offense related to the receipt or administration of a government contract;
7. no subcontractors have had a contract with such Government terminated, either for cause or convenience
8. that the Entity named in Line 1 herein shall assume all legal responsibility for the work of all such subcontractors on the Project, and shall perform all subcontractors' duties as necessary, or shall replace any subcontractor as necessary, in order to guarantee successful completion of all Contract duties for the Project;
9. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

Affiant acknowledges and agrees that, if any statement herein is determined to be false or misleading, such will be grounds for immediate termination of the subject Contract or Agreement with the Navajo Nation, and that the Navajo Nation may pursue appropriate legal remedies related to such termination and any false or misleading statements.

signature of Affiant: _____

printed name of Affiant: _____

title of Affiant: _____

name of Business Entity: _____

type of Entity (LLC, Partnership, etc.): _____

address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Signature _____

My commission expires _____, 20__.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: 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 not 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.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

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.

Social security number											
				-			-				
or											
Employer identification number											
						-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

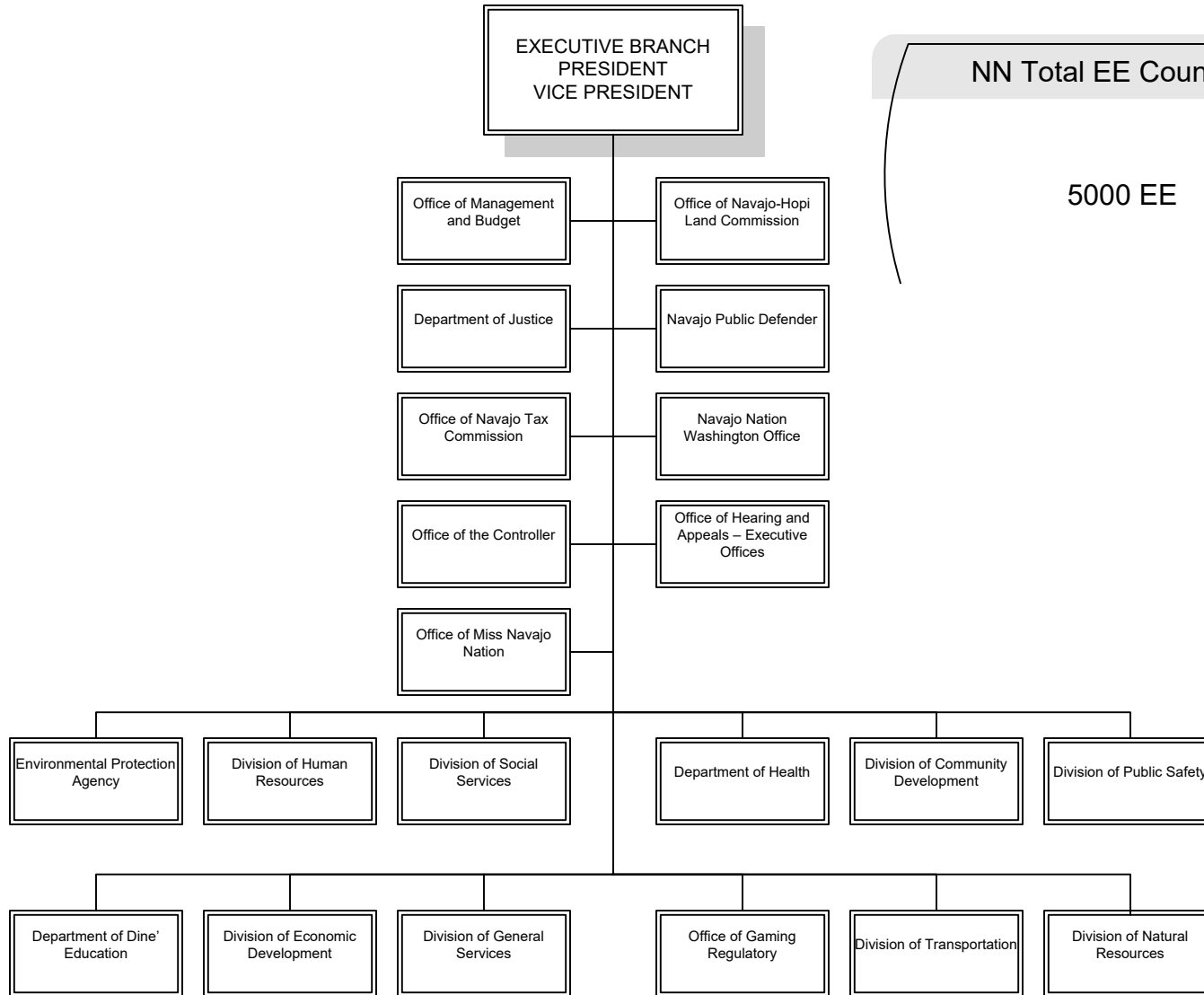
Purpose of Form

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-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)

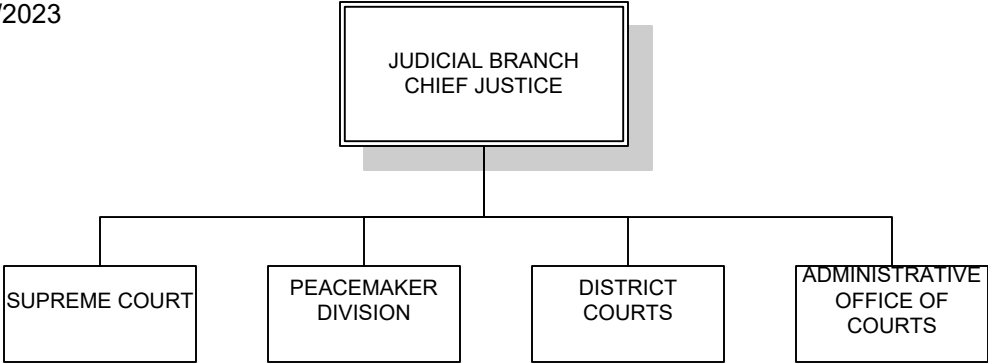
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.



NN Total EE Count
4/03/2023
5000 EE

NN Total EE Count
4/03/2023
275 EE



NN Total EE Count
4/03/2023
225 EE

