

REQUEST FOR PROPOSALS (RFP)

RFP BID NUMBER: 22-11-2915 TT

NAVAJO NATION FISCAL RECOVERY FUND OFFICE

TOPOGRAPHIC SURVEYING SERVICES FOR 85.86+ ACRES OF LAND

DECEMBER 1, 2022

1. INTRODUCTION

- a. The Navajo Nation Fiscal Recovery Funds Office is requesting Proposals from Surveying and Engineering firms, listed in the Navajo Business Regulatory Source List, interested in performing topographic surveying and of 85.86-Acres of Existing Land **plus** N54 Highway ROW and AZ 264 Highway ROW in Tse Bonito, New Mexico, Navajo Nation. A map is attached indicating the location and survey boundaries.
- b. This project is subject to all provisions of the Navajo Business and Procurement Act, 12 N.N.C. §1501 et seq.
- c. The selected firm shall comply with all provisions of the Navajo Preference in Employment Act at 15 N.N.C. § 601 et seq.
- d. This project is subject to all provisions of the Navajo Business Opportunity Act (NBOA) (5 NNC T§§ 201 et seq), the Navajo Business and Procurement Act, 12 §1501 et seq. The selection of A/E Firm will be made in accordance with NBOA. Selected firm shall comply with all the provisions of the Navajo Preference in Employment Act at 15 N.N.C. § 601 et seq and NBOA. The Navajo Nation will not provide any waiver of sovereign immunity.
- e. The selected firm and any subcontractors will be subject to Federal Procurement Standards and Compliance and Reporting Requirements- State and Local Fiscal Recovery Funds, September 20, 2022 Version: (As Amended) Firms already working on NN ARPA related projects will not be considered.

2. PROJECT DESCRIPTION

The Navajo Nation Fiscal Recovery Funds Office is planning on developing an office located in Tse Bonito, New Mexico. Topographic surveying data will be used to develop design plans and obtain Construction Permits. Project consists of building a Traffic Turn Out w/Culvert, Access Road, Parking Lot, Flood Wall, Building Pads, Fencing, Septic Tank and Drainfield, and a gravel pad for Storage Sheds.

3. PROJECT LOCATION

This project is located in Tse Bonito, New Mexico. The area to be surveyed is 85.86+acres N54 Highway ROW and AZ 264 ROW as shown on the Attached Map Survey Plat.

4. PROPOSAL DUE DATE

- a. The RFP Package is due 3:00 PM (MST) on December 30, 2022 at the Navajo Nation Fiscal Recovery Office front desk. Late proposals will be returned to the sender. Proposals must be clearly labeled "NN FISCAL RECOVERY FUNDS OFFICE TOPOGRAPHIC SURVEYING SERVICES" INSTRUCTIONS TO OFFERORS TO VISIBLY MARK ON THE OUTSIDE OF THE PROPOSAL PACKAGE, IF APPLICABLE, THE OFFERORS'S PRIORITY STATUS UNDER THE NAVAJO NATION BUSINESS OPPORTUNITY ACT. IT IS THE RESPONSIBILITY OF THE OFFEROR TO IDENTIFY THEMSELVES AS CERTIFIED UNDER THE NAVAJO NATION BUSINESS OPPORTUNITY ACT.
- b. Navajo Nation Fiscal Recovery Office and Contact.

Mailing Address:

Navajo Nation Fiscal Recovery Office: Map Attached
P.O. Box 2469
Window Rock, Arizona 86515
Phone: (928) 309-5532

Physical Address: Map Attached

W.008-068 Beacon Road, Window Rock Airport
Window Rock, Arizona 86515

Questions can directed to: Max Bighorse, P.E., mlbighorse@navajo-nsn.gov Cell: 928-270-8456

5. PROPOSAL CONTENT

- a. A limit of 20 pages is required, 8 ½ x 11 size, double sided sheet counts as one page.
- b. A total of 5 copies and 1 original of Proposal.
- c. Cover Letter; clearly stating who the firm is. Does not count towards 20 page limit.
- d. Proposal, 20 Page Limit (can be double sided) Introduction, Overall Surveying Experience, Experience on the Navajo Nation, Experience on Transportation

Projects, Team Members, Firm's Qualifications, Plan of Approach, Surveying Equipment to be used, Use of Navajo Labor Force.

- e. Completed W-9 Form
- f. Completed Navajo Nation Certification Regarding Debarment, Suspension and Contracting Eligibility
- g. Resumes of Key Personnel, Professional Registration of Key Personnel, Professional Liability Insurance, Commercial Liability Insurance, Navajo Nation Business Regulatory Certification, State Firm Registration (i.e. Arizona, New Mexico, Utah, etc.) Does not counts towards 20-page requirement.
- h. All potential contractors must accept the attached format for SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND _____ with no revisions.

6. FEES

In a Separate Sealed Envelope: Fees to complete this project. Include Navajo Nation Taxes.

7. REQUIREMENTS OF THE FIRM IF CONTRACT AWARDED

If awarded a contract, the Firm should be prepared to comply with the following:

- a. Comply with all applicable Federal, Compliance and Reporting Requirements- State and Local Fiscal Recovery Funds, September 20, 2022 Version: 5.0 (As Amended).
- b. Selected firm shall comply with all provisions of the Navajo Preference in Employment Act at 15 NNC. § 601 et seq. and NBOA (5 NNC§ 201 et seq).
- c. The selected firm shall contact the Navajo Nation's Source List of firms to be given priority in Firms' selection of Subcontractors for this project.

8. TOPOGRAPHIC SURVEYING SCOPE OF WORK

- a. The person responsible for surveying shall be a Registered Land Surveyor and be proficient in conducting Topographic Surveying of 85.86+Acres of existing withdrawn property. This includes survey data within the paved road Right of Way of HWY 264 and Highway N54 Ito Navajo DOT. As shown on attached Survey Plat.
- b. Topographic Survey Points need to be collected for the existing NTUA water lines(domestic and fire flow lines) shown on the attached NTUA Water Line Map.
- c. Survey data shall be collected and recorded in Units and Notation consistent with U.S. Customary Units. Survey tolerances shall be per Table 152-1 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03, U.S. Customary Units"

- d. Control Points shall be established for the project and shall be identified by a point number, northing coordinate, easting coordinate, elevation and a descriptor code(i.e. cp1, cp2, cp3). Control Points shall be ¾"x24" rebar with aluminum or plastic cap set outside of the anticipated construction limits. The Control Points shall be tied to at least two public land monuments which shall also be identified by a point number, northing coordinates, easting coordinate, elevation and a descriptor code.
- e. The Surveyor shall provide a complete survey of all topographic features, including existing BIA N54 and Highway AZ 264 paved road. The Surveyor shall be responsible for contacting the local utility authorities to have existing blue stakes so that the utilities can be included in the survey. Each shot shall have a point number, northing coordinate, easting coordinate, elevation and a descriptor code. Shots shall include but are not limited to ground shots, reference points, section line ties, property line ties, topographic string lines (i.e. top of bank, bottom of bank, middle of drainage, top of ditch, bottom of ditch), physical feature string lines (i.e. edge of road, edge of driveway, edge of building, fence lines, water lines, sewer lines, utility meters, utility valves, telephone pedestals, etc.), as well as any feature that might be anticipated to impact the design and/or construction of the proposed roadway.
- f. Traffic Control during the field surveying operations shall be in accordance with the "Manual on Uniform Traffic Control Devices, 2009 Edition" by the Federal Highway Administration (FHWA).

9. DELIVERABLES

- a. Cover Letter of the Submittal.
- b. Digital PDF and Hardcopy of Topographic Survey Map.
- c. Hard copy of feature codes used with description for each code i.e. TBC, GS, EOP, etc.Hard copy of map showing the public land monuments that the control points are tied to, description of the public land monuments, description of the basis of bearing for the subject survey.
- d. Digital/Electronic on USB type storage, of the Civil 3D DWG Drawing, All Topographic Survey Data (points) in Microsoft Excel Comma Separated File PNEZD, All Survey Control Points in Microsoft Excel Comma Separated File PNEZD, Civil 3D Surface, in **AUTODESK Civil 3D 2019 format (Consult with Navajo Nation on Software Version)**

10. PROJECT MANAGEMENT

- a. Selected Firm shall prepare a Project Schedule and Strictly Adhere to the Completion Date and Timelines.

11. TERMS AND CONDITIONS

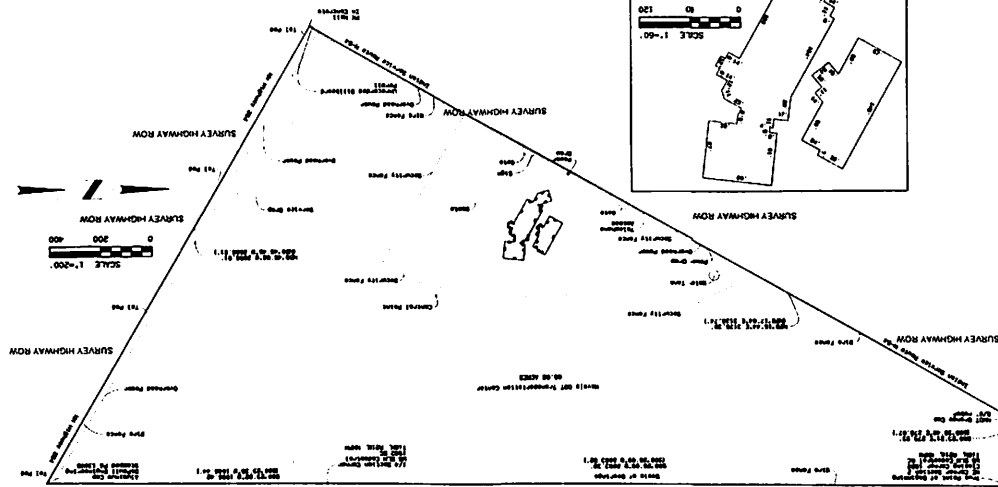
- a. Nothing in this RFP is intended to or shall have the effect of waiving any privileges or immunities afforded. The Navajo Nation including, but limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges
- b. The Navajo Nation is a sovereign government and all contracts entered because of the RFP shall comply with the Navajo Nation Laws, Rules, and Regulations, includes the Navajo Preference in Employment Act- and applicable federal laws, rules and regulations.



Page 2 of 2

BLM
Bureau of Land Management
U.S. Department of the Interior
1615 North Central Expressway, Suite 200
Flagstaff, Arizona 86001
Phone: (908) 854-2200
Fax: (908) 854-2201
www.blm.gov
March 21, 2015

Elizabet Land Surveying



ALTA/ACSM Land Title Survey
The Navajo Nation
Navajo DOT Transportation Center

ALTA/ACSM Land Title Survey
for
The Navajo Nation
Navajo DOT Transportation Center

The Legal Description

A tract of land lying within Section 2, Township 10N, Range 21W, N.M.P.M., McKinley County, New Mexico; Further described as: A tract of land situated partly within Lot 1, South Half Northeast Quarter (S 1/4 NE 1/4); North Half Southeast Quarter (N 1/4 SE 1/4) of Section 2, Township 10 North, Range 21 West, NMPM, in McKinley County, New Mexico, being more particularly described as follows:

Commence at the clearing corner common to Section 1 and Section 2, T10N, R21W, NMPM, a found United States Bureau of Land Management Cadastral Survey monument brass cap dated 1952, said corner having NAD83 (1982) Latitude 39°28'14.50"N and Longitude 100°01'25.24"W, also being the True Point of Beginning of the herein described tract of land.

Thence on east section line measured 500°28'00"W, 2,063.62 feet of said Section 2 to the east corner, a found Quarter (1/4) Section Corner common to Section 1 and 2, T10N, R21W, NMPM United States Bureau of Land Management Cadastral Survey monument brass cap dated 1952, said corner having NAD83 (1982) Latitude 39°28'48.26"N and Longitude 100 degrees 01°25.04"W.

Thence continuously on east section line measured 500°23'32"W, 1,086.44 feet to the southwest corner on the northerly Highway right of way line of Mid Hwy 254, a found 1/4 inch rebar with PS13005 Aluminum Cap.

Thence on east northerly right of way line, measured N39°46'45"W, 2208.91 feet to intersection of easterly right of way line of Indian Service Route NS4, set Pk-Hot.

Thence on east easterly right of way line, measured N29°17'04"E, 3123.74 feet to intersection of the north said section 2, set 5/8 inch rebar with NDOT orange plastic cap.

Thence on said north section line measured S89°29'42"E, 278.07 feet to the Point of Beginning.

As Surveyed Record Legal Description

A tract of land lying within Section 2, Township 10N, Range 21W, N.M.P.M., McKinley County, New Mexico; Further described as: A tract of land situated partly within Lot 1, South Half Northeast Quarter (S 1/4 NE 1/4); North Half Southeast Quarter (N 1/4 SE 1/4) of Section 2, Township 10 North, Range 21 West, NMPM, in McKinley County, New Mexico, being more particularly described as follows:

Commence at the clearing corner common to Section 1 and Section 2, T10N, R21W, NMPM, a found United States Bureau of Land Management Cadastral Survey monument brass cap dated 1952, also being the True Point of Beginning of the herein described tract of land.

Thence on east section line measured 500°28'00"W, 2,063.28 feet of said Section 2 to the east corner, a found Quarter (1/4) Section Corner common to Section 1 and 2, T10N, R21W, NMPM United States Bureau of Land Management Cadastral Survey monument brass cap dated 1952.

Thence continuously on east section line measured 500°23'32"W, 1,086.44 feet to the southwest corner on the northerly Highway right of way line of Mid Hwy 254, a found 1/4 inch rebar with PS13005 Aluminum Cap.

Thence on east northerly right of way line, measured N39°45'36"W, 2208.91 feet to intersection of easterly right of way line of Indian Service Route NS4, set Pk-Hot.

Thence on east easterly right of way line, measured N29°16'44"E, 3128.30 feet to intersection of the north said section 2, set 5/8 inch rebar with NDOT orange plastic cap.

Thence on said north section line measured S89°23'21"E, 275.53 feet to the Point of Beginning.

Containing 63.68 acres more or less.

The Policy

Based on the Title Policy #8130531-8755528 of Commonwealth Land Title Insurance Company bearing an effective date of November 28, 2012 @ 02:31 P.M.

Documents

1. Survey, Navajo Department of Transportation, Unrecorded, Survey of the Navajo Nation, Navajo DOT, Field Survey 10/3/2008, Drawn 11/4/2008
2. Title Policy #8130531-8755528, Commonwealth Title Insurance Company, Exhibit "A", 11/28/2012
3. Right of way easement, Book 71 Misc., Page 510
4. Lease, Book 00, Page 224, 4/30/1979
5. Lease, Book 00, Page 227, 4/30/1979
6. Right of way, UML, Book 10, Page 8134, 11/4/1980
7. Plat, Bureau of Land Management, Township, T10N/254
8. Plat, Bureau of Land Management, Township, T2/1918
9. Exchange Patent, State of New Mexico, Document 381044, 11/28/2012

Survey Notes

1. Bearings are based on Survey, Navajo Department of Transportation, Unrecorded, Survey of the Navajo Nation, Navajo DOT, Field Survey 10/3/2008, Drawn 11/4/2008
2. The Base of Bearing is the East line of the Northeast Quarter of Section 2, T10N, R21W, between NE corner and the East 1/4 corner of Section 2.
3. Record Distance and Bearings are shown in Parentheses.
4. Distances are Ground Distance in US Survey Feet.
5. All building measurements have been reduced to the feet.
6. Private Monuments were tagged with an aluminum weather stamped, "1363P"

Survey Control

1. The survey control is a 1/2" Rebar with pink cap stamped "Elliot control". It bears N56°32'31"W a distance of 850.85 feet from the East 1/4 corner.
2. The control is a HGS OPUS Solution with NAD83(2011)(Epoch 2010 0000) Latitude of 39°28'52.43" and Longitude of 100°1'34.04".
3. GPS Geodetic Bearings are related about the NE corner of Section 2, 0°41'33" clockwise.

Statement of The Legal Description

Minor changes to measurements are made.
Coordinates on two Government monuments are removed
Boundary structure and cells appear adequate

Certification

To the Navajo Nation and Commonwealth Land Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1, 2, 4, 7 and 11.

The field work was completed in March 2013 and the date this map or plat was completed is March 2013.

Russell D. Elliot March 21, 2013

Russell D. Elliot NAPS # 13638



Elliot Land Surveys

www.elliotsurveying.net
mobile 505-280-6729
rusty@elliotsurveying.net

Russell D. Elliot
PS # 13638
March 2013

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND

Consultant's telephone number

1

SERVICES CONTRACT

ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and _____, hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning _____, and ending _____.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ _____, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the _____ (Contracting Program), and its Authorized Representative, _____, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-_____ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the **CONSULTANT'S** work and services under this Contract shall be and will remain the property of the **NATION**. The **NATION** may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The **CONSULTANT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the **CONSULTANT** that is related to the performance of this Contract; and **CONSULTANT** further agrees that the **NATION** may, at reasonable times and places, inspect and audit the **CONSULTANT'S** books and records to the extent that such books and records relate to the performance of this Contract. The **CONSULTANT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, **CONSULTANT** agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the **CONSULTANT'S** final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

Insert the NATION'S and the CONSULTANT'S contact and contact information:

_____	_____
_____	_____
_____	_____
_____	_____

NOTE: The final invoice will be due within thirty (30) days after the Contract ends.

12. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. §551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §601 *et seq.*, and the Navajo Nation Sales Tax Regulations §6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the NATION withholding amounts pursuant to this section in no way removes responsibility from the CONSULTANT as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To’Nanees’Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The NATION shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The CONSULTANT is solely responsible for the payment of all applicable taxes.

19. **Consultant Debarment; Suspension.** If the CONSULTANT in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the CONSULTANT is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
20. **Insurance Coverage.** The CONSULTANT shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverage shall name the NATION as an additional insured as specified by the RMP, and the CONSULTANT shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
21. **Conflicting and Additional Terms.** Any additional terms and conditions of the CONSULTANT are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the CONSULTANT’S additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF THE CONTRACT

For the Consultant:

_____ Date

For The Navajo Nation:

Branch Chief
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515
_____ Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____ 0.00

ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.
The detailed budget total must match the totals above and the totals on Page 1 of the Contract.

_____ -Cost Estimate-Fees

\$ _____ per day or per hour x _____ work days or work hours outside the Navajo Nation: \$ _____
\$ _____ per day or per hour x _____ work days or work hours within the Navajo Nation: \$ _____
_____ % Navajo Nation tax on fees for work within the Navajo Nation: \$ _____
Total Fees: \$ _____

_____ -Cost Estimate-Expenses

Travel (_____ miles x \$ _____ per mile): \$ _____
Meals (_____ meals x \$ _____ per meal): \$ _____
Lodging (\$ _____ per night x _____ required overnight stays): \$ _____
Airfare (\$ _____ per trip x _____ trips): \$ _____
Materials, supplies, and goods (list each item and associated cost): \$ _____
Total Expenses: \$ _____

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND

Consultant's telephone number

FOR THE PERIOD: BEGINNING _____
ENDING _____

Account: _____ - _____ Fees: \$ _____
Account: _____ - _____ Expenses: \$ _____
Account: _____ - _____ Taxes: \$ _____

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ 0.00

ATTACHMENT A – Mutual Promises and Agreements
ATTACHMENT B – Scope of Work

EXHIBIT A – Accounting Codes and Budget
EXHIBIT B – Consultant Credentials
EXHIBIT C – Certificate of Insurance

Employer's Identification No.: _____
or _____ *this number must match Form W-9*
Consultant's Social Security No.: _____

SERVICES CONTRACT

ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and _____, hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning _____, and ending _____.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ _____, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the _____ (Contracting Program), and its Authorized Representative, _____, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-_____ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the **CONSULTANT'S** work and services under this Contract shall be and will remain the property of the **NATION**. The **NATION** may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The **CONSULTANT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the **CONSULTANT** that is related to the performance of this Contract; and **CONSULTANT** further agrees that the **NATION** may, at reasonable times and places, inspect and audit the **CONSULTANT'S** books and records to the extent that such books and records relate to the performance of this Contract. The **CONSULTANT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, **CONSULTANT** agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the **CONSULTANT'S** final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

Insert the NATION'S and the CONSULTANT'S contact and contact information:

_____	_____
_____	_____
_____	_____
_____	_____

NOTE: The final invoice will be due within thirty (30) days after the Contract ends.

12. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. §551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the NATION withholding amounts pursuant to this section in no way removes responsibility from the CONSULTANT as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The NATION shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The CONSULTANT is solely responsible for the payment of all applicable taxes.

19. **Consultant Debarment; Suspension.** If the CONSULTANT in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the CONSULTANT is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
20. **Insurance Coverage.** The CONSULTANT shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the entire term of the Contract. The insurance coverage shall name the NATION as an additional insured as specified by the RMP, and the CONSULTANT shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
21. **Conflicting and Additional Terms.** Any additional terms and conditions of the CONSULTANT are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the CONSULTANT'S additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF THE CONTRACT

For the Consultant:

_____ Date

For The Navajo Nation:

Branch Chief
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515
_____ Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME

ADDRESS

TELEPHONE NO.

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____ 0.00

ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.
The detailed budget total must match the totals above and the totals on Page 1 of the Contract.

_____ -Cost Estimate-Fees

\$ _____ per day or per hour x _____ work days or work hours outside the Navajo Nation: \$ _____
\$ _____ per day or per hour x _____ work days or work hours within the Navajo Nation: \$ _____
_____ % Navajo Nation tax on fees for work within the Navajo Nation: \$ _____
Total Fees: \$ _____

_____ -Cost Estimate-Expenses

Travel (_____ miles x \$ _____ per mile): \$ _____
Meals (_____ meals x \$ _____ per meal): \$ _____
Lodging (\$ _____ per night x _____ required overnight stays): \$ _____
Airfare (\$ _____ per trip x _____ trips): \$ _____
Materials, supplies, and goods (list each item and associated cost): \$ _____
Total Expenses: \$ _____

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.

Request for Taxpayer Identification Number and Certification

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

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

Print or type. 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 one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ 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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

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 ►

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-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.

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