



REQUEST FOR PROPOSALS
RFP# - 18-04-1807VJ
ON-CALL PROFESSIONAL ARCHITECTURAL &
ENGINEERING SERVICES

PROPOSAL DUE DATE: April 24, 2018 @ 5:00 PM (MST)

DESCRIPTION: Navajo Nation Property Management Department
On-Call Professional Architectural and Engineering
Services

CONTACT PERSON: Jamily Wood, Property Clerk
Phone Number: (928) 729-4000
jjwood@nnooc.org

RETURN ALL PROPOSALS CLEARLY MARKED,
“DO NOT OPEN –BID RFP No. 18-04-1807VJ” TO:

DELIVER TO: Navajo Nation Property Department
(FedEx/UPS Address) Navajo Route 12, Bldg. 2639
Ft. Defiance, AZ 86504
Attention: Jamily Wood, Property Clerk

MAIL TO: Navajo Nation Property Department
P.O. Box 90
Ft. Defiance, AZ 86504
Attention: Jamily Wood, Property Clerk

The Navajo Nation Property Management Department (PMD) reserves the right to reject any or all proposals and to waive any informality in the proposals received whenever such rejection or waiver is in the best interest of the Navajo Nation.

NAVAJO NATION PROPERTY MANAGEMENT DEPARTMENT

RFP No. 18-04-1807VJ

PART I

General Information

- A. **Request for Proposal:** The Navajo Nation Property Management Department (PMD) is seeking proposals from qualified architectural and engineering firms Professional On Call Architectural/Engineering Services contract. This invitation is unrestricted, however, preference of Navajo and Indian-owned businesses will be given under the Navajo Nation Business Opportunity Act, 5 NNC §201 et. seq., and the Navajo Nation Procurement Act, 12 NNC §203.
- B. This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit a proposal.
- C. This RFP contains the instructions governing the proposal to be submitted and the documents to be included therein and mandatory requirements which must be met to be eligible for consideration.
- D. **Schedule of Activities:**
- | | |
|---------------------------------|---|
| 1. Advertisement Period | April 6, 2018 to April 11, 2018 |
| 2. Pre-Bid Meeting | April 17, 2018, 1:00 PM (MDT)
@ Navajo Nation Museum |
| 3. Questions Due | April 18, 2018, 5:00 PM (MDT) |
| 4. Proposal Due Date | April 24, 2018, 5:00 PM (MDT) |
| 5. Evaluation of Proposals | April 25, 2018 to April 30, 2018. |
| 6. Notice of Intent to Contract | May 4, 2018. |
- E. **Inquiries:** Prospective Firms may make inquiries concerning the RFP to obtain clarification of requirements by contacting Jamly Wood, at (928) 729-4000, or email: jjwood.nnooc.org. **Questions will be received up until 5:00 P.M., April 18, 2018.**
- F. **Proposal Standards:** The Proposal will not exceed 20 pages (8 ½” x 11”) in length, single-spaced, 12-pt. font, including resumes. Proposals that exceed these limitations will be disqualified. Incidental use of fonts in charts and tables down to 10-pt. font necessary to make charts or tables fit pages will be allowed. **Not included in page count are: covers, cover letter, table of contents, tabs (or index dividers), W-9 form, and Navajo Nation Certification Regarding Debarment and Suspension.** An original and Six (6) copies of the proposal will be submitted in a sealed envelope clearly marked, “Do Not Open –RFP No. **18-04-1807VJ**”, by April 24, 2018, 5:00 PM (MDT). **The Fee Schedule must be included in a separate, sealed envelope marked, “FEE SCHEDULE”.** *Fee schedule not included in page count.* Mail Proposal addressed to the Navajo Nation Property Management Department,

P. O. Box 90, Ft. Defiance, AZ. 86504, or deliver, FedEx or UPS to the Navajo Nation Property Management Department, Navajo RT. 12, Bldg. 22639, Ft. Defiance, AZ, 86504, and telephone (928) 729-4004. Firms who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. No proposals will be accepted after the due date. No faxed or e-mailed proposals will be accepted.

- G. **Addendum or Supplement to this RFP:** In the event that it becomes necessary to revise any part of this RFP, a written addendum will be issued noting revision from the PMD, to all prospective firms of record at least five days before the RFP due date. *The addendum will be posted to the NNOOC website.*
- G. **Late Receipt of Proposals:** Late proposals will not be accepted. It is the responsibility of the Firm to ensure the proposal arrives at the PMD before the due date and time specified.
- H. **Rejection of Proposals:** The PMD reserves the right to reject any or all proposals and to waive informalities in the proposals received whenever such rejection or waiver is in the best interest of Navajo Nation.
- I. **Proprietary Information:** Any restrictions on the use of data contained within any proposal must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word, "Proprietary".
- J. **Response Material Ownership:** All material submitted regarding this RFP will become the property of the PMD and will not be returned to the Firm. Responses received will be retained in a file. The PMD has the right to use any or all system ideas presented in response to this RFP, subject to limitations outlined in paragraph **I.** above. Disqualification or non-selection or a Firm or proposal does not eliminate this right.
- K. **Incurring Costs:** The PMD is not liable for any cost incurred by the Firm in developing this proposal.
- L. **Acceptance Time:** The PMD intends to make a selection on **May 4, 2018**, or shortly thereafter.
- M. **Notice of Intent to Contract:** The successful Firm will be sent a notice of intent to contract letter. If negotiations are successful, a professional service agreement will be developed which includes the scope of work, costs, and other elements of the proposal submitted.
- N. **Proposal Evaluation:**
 - 1. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposal may be initially classified as:
 - a) Acceptable;

- b) Potentially acceptable, that is, reasonably assured of being made acceptable; or,
 - c) Unacceptable (offerors whose proposals are unacceptable shall be notified promptly).
 - 2. The PMD shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services.
 - 3. Preference of Navajo and Indian-owned businesses will be given under the Navajo Nation Business Opportunity Act, 5 NNC §201 et. seq., and the Navajo Nation Procurement Act, 12 NNC §203.
 - 4. Selection Process (12 NNC§346.c): An evaluation committee composed of representatives selected by the PMD will perform an evaluation of the proposals. The Committee shall evaluate statements of qualifications and performance data submitted in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications related to the project and their ability to furnish the required services.
- O. **Professional Services Agreement:** The PMD reserves the right to incorporate contract provisions based upon the negotiations with the successful Firm as a result of a proposal submitted in response to this RFP.
- P. **Procurement Standards:** The Laws, Rules and Regulations of the Navajo Nation Code, latest edition, shall govern the procurement of these services, specifically, the Navajo Nation Business Opportunity Act (5 NNC §201 et. seq.), and the Navajo Nation Procurement Code (12 NNC §301).
- Q. **Professional Liability Insurance:** The successful Firm shall provide a Certificate of Insurance Coverage for Professional Liability.
- R. **Protests:** In accordance with Navajo Business Opportunity Act, any offeror who is concerned about the award of a contract may protest to the Navajo Nation’s Business Regulatory Department. The protest must be submitted in writing to:

Navajo Business Regulatory Dept.
P.O. Box 663
Window Rock, AZ, 86515
(928) 871-6714 or 6718

Arne C. Willetto, Program Supervisor II
Navajo Nation Property Management Dept.
P. O. Box 90
Fort Defiance, AZ. 86504
(928) 729-4000

Protest must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits.

SECTION II – SCOPE OF WORK

A. Scope of Service

- 1. General Scope:** The purpose of this request for proposal (RFP) is to procure a qualified Architectural/Engineering firm capable of producing and delivering assessments, planning, and design services. Work activities will be assigned at various locations throughout the Navajo Nation as assigned by individual task orders. The contract period shall be valid from upon signing of Contract to **September, 2020**. The specialized work assignments under this contract will be defined by subsequent individual task orders and will be fixed priced with specific time lines defined.

The selected firm shall provide professional services to include archeological and environmental clearances, physical need assessments, architectural, planning, structural, mechanical, electrical, and civil engineering services, various cost estimating, mapping, surveying, construction administration and other services required for the complete performance of this agreement. This work includes, but not limited to, site visits and evaluations, the review of existing and new site conditions, development of conceptual plans, master planning, construction documents, design review, project evaluation, feasibility studies, estimated construction costs, expert witness capability, and technical studies. Physical need assessments will provide deficiency reporting of existing and current projects to the PMD that outlines the anticipated concerns and issues that will affect the development or rehabilitation of projects and sites. All documents developed during the course of this contract will become the property of the PMD for its use at its discretion. These documents may include plans, calculations, drawings, renderings, specifications, reports, and electronic files of the same. Documents shall be provided to PMD's Designated Representative at the address identified by the PMD. The A/E firm shall have no claim for additional compensation as a result of the PMD's exercise of its rights of ownership and use of the documents.

The selected A/E firm shall provide a fee schedule based on the services outlined in this RFP. These established billing rates will used during the entire duration of this contract. Once task orders are issued to selected A/E firms, a scope of work and fixed fee price/fixed schedule will be submitted for selection by PMD. Subsequent task orders will be considered as amendments to the original contract and all provisions within this agreement will be part of the issued task orders. ICC building codes will be used for architectural design. The code year will be indicated in the individual task orders. No codes older than 2006 will be used.

PMD will issue Notice to Proceed(s) to the A/E Firm for specific agreed upon task order(s). No work shall be performed by the A/E Firm until such notice is given by PMD.

2. **List of Anticipated Projects (but not limited to):**

Any project that is identified in PMD's Capital Improvement Plan, or other project deemed necessary to promoting Navajo Nation programs. All projects will be located within the Navajo Nation, its satellite areas, or on Navajo Nation privately held real property, and has available funding including but not limited to, rehabilitations, new developments, master planning, concept planning, scattered site homes, infill lots, and infrastructure construction or rehabilitation including streets and utilities.

B. Physical Need Assessment (existing structures and sites)

1. **Geo-technical evaluation:** Conduct Geotechnical to include, but not limited to evaluations sufficient to support structural analysis and subsequent report and recommendations for new sites and existing structures that exhibit structural stress or failure. Evaluations will include, but not limited to the following; conduct visual inspections to support the use of sub surface explorations and soil boring methods, provide grading specifications, slope stability analysis, retaining wall design criteria, rock excavation specifications, pavement design, deep foundation recommendations and seepage, and ground water studies. Geotechnical analysis to be conducted by a Professional Engineer licensed in New Mexico, Arizona and/or Utah. Additional analysis may also be requested for remediation of erosional site issues as directed by PMD and defined in Task Order.
2. **Architectural Evaluation:** Members of the Architect's design/assessment team and/or consultants are to inspect each building as outlined in the accepted task order. The A/E firm is responsible to provide accurate field data that is representative of actual field conditions to assist in the plan and design of the project. The Architect and PMD shall determine to their own satisfaction the feasibility of the proposed development of the selected sites within the estimated project cost limits and Federal guidelines.

The assessment should include, but not be limited, to the following: exterior and interior wall systems, exterior and interior doors and frames, exterior windows and frames, overall weatherization, roofing system, interior and exterior trim, floors, ceilings, cabinets, HVAC systems/finishes, electrical system/finishes, plumbing system/fixtures, and all existing appliances.

The assessment report shall include the physical condition analysis of each building, cost estimates, technical studies, make and model of all appliances and fixed equipment, deficiency and/or defects in workmanship or materials, assessment photos, calculations, as-built floor plans and field reports. The assessment report shall be used to determine the degree of rehabilitation, modernization, and/or demo/rebuild of buildings.

3. **Structural Evaluation:** This work shall consist of conducting an assessment of existing housing structures and providing PMD with a technical report containing a structural analysis and all other supporting documents. The analysis shall include; (1) interior

examination of the building for evidence of settlement in doorways, around windows, hallways, ceilings (ceiling access), walls and floors, (2) examination of the building's exterior walls, windows, doors, foundation (crawl space), sidewalks, driveways/carports and drainage patterns around the building. Based on the visual structural evaluation, a Geotechnical evaluation may be required. Pricing for this service will be outlined and based on an approved task proposal will be added to the previously issued task order for the mentioned project.

The report should include a written analysis on the existing interior and exterior conditions, the soil conditions, drainage report, and photographs and other supporting evidence in support of the findings. These reports shall be signed and sealed by a Professional Engineer registered in New Mexico, Utah or Arizona.

4. **Existing Infrastructure Evaluation:** This work shall consist of conducting an assessment of existing utility systems, transportation systems, pedestrian circulation, site safety conditions, lighting conditions and other existing infrastructure currently being maintained by the PMD, local utility authorities, and other governing agencies. Such efforts will be to provide assessments for needed upgrades, if any, and to determine cost to upgrade and transference to the local agencies for operation and maintenance. In collaboration with the Hazardous Material Evaluation Contractor all hazardous materials must be identified. Coordination with governing agencies is required to obtain As-built information and site representation.

Assessment of existing site conditions shall include, but are not limited to, onsite utility capacities, age, depth, and condition of utility systems, load calculations, pavement conditions, retaining walls, sanitary sewer and water systems, electric power network, and any other site work as defined by the PMD. All assessments will require excellent documentation, knowledge of utility requirements and standards, and ability to ensure load and design sufficient for the purpose intended. Coordination with local utility authorities and/or agencies is required by the selected firm.

All assessments shall be compiled in a comprehensive report outlining all information and recommendations for this section of the RFP. Report shall be sealed a registered Professional Civil Engineer licensed in New Mexico, Arizona, or Utah.

5. **Drainage/Flood Evaluation:** An assessment of existing site drainage facilities and improvements will be required as part of an approved task order. The report is to include a determination of the drainage basin contributing to the flows within the project area using the 1 percent annual chance storm to estimate rainfall amounts per FEMA's general guidelines and regulations. The analysis is to identify areas of potential flooding within the project area and to provide recommendations to remediate flooding. The report is to include probable cost estimates for the recommended improvements to remedy the flooding. In the event that work will be conducted within a 1% chance floodplain, a mitigation plan per Federal requirements will be required. Pricing for this service will be outlined and based on an approved task proposal will be added to the previously issued task order for the

mentioned project. This study is to be prepared and sealed by a Professional Civil Engineer registered in the states of Arizona, New Mexico or Utah.

6. **Uniform Federal Accessibility Standards (UFAS)/ADA Adaptability:** Perform a feasibility assessment for UFAS/ADA adaptability of the building(s). The firms will also need to adhere to the UFAS/ADA requirements listed on the following website: <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>. At the discretion of PMD, the firm may be directed to use the 2010 ADA Standards for Accessible Design in lieu of UFAS.
7. **Facility Condition Index Number:** The A/E firm shall generate a Facility Condition Index (FCI) number based upon data collected in 1-6 above. FCI shall be included as part of Final Report and Recommendations in 8 below.
8. **Final Report & Recommendations:** The A/E firm shall compile a report that will consist of a cover sheet, executive summary, all assessments, cost estimates, recommendations and conclusion. This comprehensive report will be site specific according to the awarded task order. Prior to the finalization of the comprehensive assessment report the A/E firm shall conduct a meeting with PMD to review the findings and recommendations for feedback and comments. The report shall then include all PMD recommendation and conclusion to determine the best feasible method of construction. This report will be utilized by PMD and the A/E firm to develop and provide documentation for any Capital Improvement Plan PMD may develop. A/E firm shall prepare a presentation outlining the entire final report.

C. Environmental and Historic Preservation Evaluation:

The Scope of Services to be provided by the selected Firm are as follows, but not limited to:

- A. Professional Consultant shall deliver to the Property Management Department (PMD) an Environmental Review Record pursuant to 24 CFR Part 58 and related environmental laws at 24 CFR Part 58.5.
- B. For the project location, the Professional shall utilize the HUD Environmental Assessment Format, 24 CFR Part 58.6 Form including the Site Specific Field Contamination Check list Form.
- C. The Professional shall inspect the properties, gather data by initiating consultation with Local, State, Tribal and Federal Entities for project location and will give a written and detailed assessment for the specific location with an attached certification and/or license of personnel who made assessment.

The assessment shall be according to the following guidelines or as directed by PMD:

- Historic Properties (36 CFR Part 800).
- Research of applicable State Historic Preservation Office for existing archaeological studies and clearances to use in the ERR compliance review.

- If no archaeological report/studies have been found during the research, then a 100% cultural resource inventory must be conducted to meet 36 CFR Part 800.
- Floodplain Management (E.O. 11988/24 CFR Part 55)
- Wetland Protection (E.O. 11990)
- Coastal Zone Management of 1972
- Sole Source Aquifer of 1974
- Endangered Species Act of 1973, particularly section 7
- Wild & Scenic River of 1968
- Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]
- Farmland Protection Act (7 CFR 658)
- Environmental Justice (E.O. 12898)
- Noise Abatement & Control (24 CFR 51C)
- Explosive & Flammable Operations (24 CFR 51C)
- Toxic Chemicals & Radioactive Materials (HUD Notice 79-33)
- Airport Clear Zones & Accident Potential Zones (24 CFR 51D)

D. Architectural & Engineering Services

1. **Scope of Services:** The Architect shall supply professional services necessary for planning and designing the Project, including but not limited to, architectural, site planning, structural engineering, mechanical and electrical engineering, civil engineering, landscape architecture, reports, cost estimating, and other services required for the complete performance of this agreement. All documents developed in the course of providing services for the PMD during the term of this agreement become the property of the PMD for its use at its discretion. These documents may include reports, calculations, drawings, renderings, specifications, and electronic files of the same. Documents shall be provided to PMD's Designated Representative at the address identified by the PMD. PMD requires the selected firm provides and maintains a FTP (file transfer protocol) site or a cloud based storage location for all of the above mentioned documents. PMD will identify all staff that will require access to the storage location. The A/E firm shall have no claim for additional compensation as a result of the PMD's exercise of its rights of ownership and use of the documents.
2. **Due Diligence Investigations:** Conduct due-diligence investigations for potential development sites to determine physical and financial feasibility. Investigations to include the topics listed in the task order that affect the feasibility of site development including, but not limited to, soil conditions (geotechnical analysis), wetlands, topography, environmental and archeological clearances, endangered species, forestry (tree protection / cutting permits), land status, land encumbrances, site control, land withdraw records research, vehicle and pedestrian access, utility availability and capacities, anticipated utility improvements, noise assessments (airport and roadway), soil contamination testing, existing structures, hazardous material testing, floodplain, adherence to existing Chapter Community building Land Use Plans, and political boundaries. The due-diligence report is to be submitted to PMD for review and approval and addresses all required topics as outline in the particular task order. The report is to include preliminary cost estimates for all

improvements including anticipated on-site and off-site infrastructure improvements. This report must address the “cost feasibility” of the proposed project by utilizing the cost estimate. It must also address any cost sharing, if known, that is available. The report must discuss all risks and assumptions. The report is to be sealed by a registered professional civil engineer licensed in Utah, Arizona, or New Mexico.

3. **Design Criteria:** The Architect shall design the project to meet minimum property standards and design guidelines as established by the PMD. The Architect will also design to meet Federal, State, and Local codes and regulations. The selected firm(s) will also be required to meet the reporting and design standards required per FEMA’s general guidelines and regulations. Specific ICC building codes years will be identified in the issued task orders.
4. **Cost Limitations:** The Architect shall design the project to be built within an amount specified by the PMD. If, after the opening the bids, the lowest responsible bid exceeds the Architect’s estimated project construction cost, the Architect, upon order of the PMD, and without additional compensation, shall make such revisions and alterations to the Drawings and Specifications.
5. **Building Material:** The Architect shall avoid the use of proprietary or other construction systems, materials, or products that would limit competition, except where authorized by the PMD. PMD has final approval rights for all proposed building materials.
6. **Time Frames:** The Architect and the PMD shall agree upon a Schedule of Time and order for development of the project and the performance of the Architect’s services. The schedule shall be based upon reasonable times for review, approval and return of documents to insure the prompt and continuing execution of the work. Any task order that does not meet the timeline, will be assessed Liquidated Damages of \$100.00 per calendar day. The schedule shall include provisions for the preparation and delivery by the Architect to the PMD of:
 - a) Field Investigations within 20 to 75 calendar days, depending on size and scope of project, from date of receipt of Notice to Proceed.
 - b) Submission of the Design Program within 30 to 85 calendar days from date of receipt of Notice to Proceed.
 - c) Schematic Design Documents within 45 to 100 calendar days from date of receipt of Notice to Proceed therewith.
 - d) Design Development Documents within 180 to 235 calendar days from date of receipt of Notice to Proceed therewith.
 - e) Final Construction Documents within 210 to 265 calendar days from the date of receipt of Notice to Proceed therewith.
 - f) As Built drawings within 45 calendar days after the date of the pre-final inspection of the contract.

- g) Any modifications, change orders of the like to a particular project shall include new timeline provisions such a timeline in the change shall be approved in writing by PMD particularly to the modification of change order.
- h) Time lines and major milestones will be negotiated by PMD with the selected firm(s) based on the scope outlined in task order. Required milestone including, but not limited to Field Investigations Report, Design Program Submission, Design Development Documents, Final Construction Documents, As Built drawing Submittal. Additional tasks and milestones may be required by PMD per the approved task order.

7. Design Program: The Architect shall prepare for approval by the PMD a design program for guidance in preparing the Schematic Design Documents. The program shall contain an outline of the intended scope of work, anticipated schedule of events, cost limits, special design features, and Tribal, IHS, BIA, NEPA, NTUA and other participant agencies. All generated information will be compiled into an overall report and submitted for approval by PMD. Upon approval by the PMD, a written Notice to Proceed shall be issued to the Architect.

8. Schematic Design: Upon receipt of the PMD's Notice to Proceed, The Architect shall prepare and deliver Schematic Design Documents to the PMD within the time frame specified in the approved task order. The Architect is responsible for coordinating the Schematic Design Documents with the local utility provider, and other required agencies for their review, comments and approval. The Architect will submit the Schematic Design Documents in the number of sets required by each agency, and shall include only plans and specifications. Schematic Design Documents delivered to the PMD shall include:

- a) Site plans showing locations of all buildings, general grading arrangements, surface drainage, site improvements, pedestrian and vehicular circulation, parking and recreational facilities, and preliminary layouts for utility services. This site plan shall include any design requirements for improvement to deficiencies in existing systems contiguous to the site or sites.
- b) These documents shall constitute a report of the complete concept of the project, including all major elements of site design, planned to promote economy both in construction and in administration, and to comply with current criteria and cost limitations.
- c) A schedule of building types to be shown on the title sheet.
- d) Scale of all buildings and showing furniture/equipment in a workable arrangement.
- e) Wall sections (including foundations) and elevations sufficient to serve as the basis for a cost estimate.
- f) Statement from the Soils engineer that confirms foundation design conforms to recommendations contained in the geotechnical investigation findings.
- g) Statements from the local utility providers and other governing agencies concerning the design of the project.

- h) Work performed under the schematic design shall include Re-Vegetation Plans, Storm Water Pollution Prevention Plans (SWPPP), grading/drainage plans and Erosion Control Plans to be delivered to the PMD.
- i) Upon completion of the Schematic Design Review the Architect shall prepare a revised Design Program reflecting all modifications or changes to the original program necessary to comply with the Review comments and shall submit the revised program to the PMD. Upon approval by PMD of the revised program, PMD shall issue a Notice to Proceed for the Construction Documents Phase.

9. Design and final Construction Documents: The Architect shall prepare complete construction contract documents ready for bidding and construction. The Architect should include at a minimum the following:

- a) A topographic survey of the site as needed for design.
- b) Final design drawings and specifications, including construction staging and traffic control plans / traffic impact analysis (if applicable), specifications, itemized cost estimate and complete bid documents. Design Drawings should be prepared using computer aided drafting (CAD) software.
- c) Calculations, studies, site investigations and analysis necessary to properly prepare complete contract documents.
- d) Design Document Submittals will be submitted to the PMD at the 65%, 95% and final professional stamp & engineering seal from a licensed engineer/architect. Architect shall provide four (4) copies at each submittal stage.
- e) As part of the 95% drawings, The Architect shall also deliver the documents to the local BIA and local utility agencies for their final review and comment.
- f) Final plan documents are to be submitted on Photo-Mylar (archival quality) and/or in the following electronic formats: AutoCAD (.dwg) and Adobe (.pdf).
- g) Answer questions, prepare addendum and provide assistance to the PMD during the project bidding stage.
- h) All documents, designs, reports, electronic files, and work performed are property of the PMD.

10. Bidding and Construction Documents: Upon Receipt of the PMD's Notice to Proceed, the Architect shall prepare and deliver, within the time frame specified in the approved task order, all bidding and construction documents which are required prior to advertising for bids. The drawings and specifications produced in this Phase shall be consistent with the approved Schematic Design Documents and the revised Design Program, including the estimated project construction cost, as approved by the PMD. Changes which may be recommended by the Architect to keep within the estimated project construction cost, or for other reasons arising during detailed study, shall require the PMD's approval before execution. The Architect will submit the Construction Documents in the number of sets required by each agency, and shall include only plans and specifications. The final review and comments by the local utility and regulatory agencies will in no way hinder the progress and/or establish schedule set forth in the approved task order.

The Architect shall prepare the bidding and construction documents in such form and manner as to enable the PMD to take separate bids and award separate contracts for each project. The proposed methods of bidding shall be identified in the Design Program. The

Architect shall also conduct and document the pre-bid meeting and site visits as directed by the PMD.

- 11. Estimate:** A statement of estimated construction cost covering all work designed or specified by the Architect, representing his/her best judgment as a design professional familiar with the construction industry. This estimate, as approved by the PMD herein called the Estimated Project Construction Cost, shall show separately the major components of the Work: Site Improvements, Dwelling Structures, Dwelling Equipment, Non-Dwelling Structures and Non-Dwelling Equipment.
- 12. Certification of Design Criteria:** The Architect shall also furnish certification as to compliance with the standards for Accessibility by the physically handicapped described in criteria. The following drawings shall bear, in addition to the Architects seal and signature required on all drawings, the registration seal and signature of the professional engineer responsible for their content:
 - a) Civil & Grading Plans
 - b) Drainage Study
 - c) Mechanical Plans
 - d) Electrical Plans
 - e) Plumbing Plans
 - f) Structural Plan
 - g) Soils reports
- 13. Copies of Construction Documents:** The Architect shall have approved bidding and construction documents reproduced for bid and construction purposes in such form and number as the PMD may direct, the cost of which shall be reimbursable.
- 14. Changes to the Construction Documents:** The Architect, whenever necessary, and without additional compensation shall make revisions in bidding and construction documents due to deficiencies for which they are responsible under the requirements of this agreement or as part of any addendums.
- 15. Legal and Topographic Surveys:** The Architect shall seek a Native American and Non-Native American owned Registered Land Surveying firms registered in the States of Arizona, New Mexico or Utah to provide surveying services for topographic / boundary plats, Resurvey of individual lots, utility easement / right of way, site layouts, and plat Stamp certification for housing projects in various locations within the boundaries of the Navajo Nation. The professional surveying service being requested is to establish minimum requirements to govern the performance of surveying and other survey related services. The professional surveyor is required to obtain their own surveying equipment and all necessary surveying personnel
- 16. Mapping Services:** The Architect may be required to provide mapping documents including, but not limited to boundary maps, topographical maps, as-built maps (utility and/or site), and subdivision plats as well as legal descriptions for easements, right-of-ways,

leases, parcels, and tracks of land. All topographical as-built survey information shall include building footprints, surrounding site features, grade elevations and utility information that will be tied to the local mapping system, per PMD's preference. All mapping and survey documents produced for PMD must meet the minimum requirements as established by the PMD. All legal descriptions and maps must be submitted to and approved by the PMD prior to final acceptance. It is recommended that the Architect and its consultants schedule a meeting with the PMD to discuss requirements for mapping, including, but not limited to:

- a) All control surveys must meet the minimum requirements for each project. These surveys can be accomplished by terrestrial and/or advanced survey systems. A control diagram including metadata will be submitted to the PMD
- b) The Surveyor will conduct the Global Navigation Satellite System (GNSS) positioning, in whole or in part that comply with minimum accuracy standards, classifications, and content requirements in accordance with the National Geodetic Survey's "Guidelines for Real Time Networks" v.2.2 – December 2013.
- c) Plat Review: To ensure that all survey plats and topographic maps meet all accuracy minimum requirements set forth by Federal, State and local accuracy requirements.
- d) Field Verification: Provide field verification of all surveys for accuracy and/or correct position of all survey monuments as directed by the PMD
- e) Perform Quality Assurance and Quality Control: SURVEYOR will be provided two sets of plans. SURVEYOR will be directed by the PMD for the scope of work. Generally, setting initial control points with horizontal and vertical values. All data submitted shall be processed and formatted using Carlson software and Trimble Business Center in the version specified by PMD. For all preliminary projects, the SURVEYOR will use the PMD data collection feature code table specifically prepared for data collection or design software specified by PMD.
- f) All data shall be collected in the PMD's STEREOGRAPHIC DOUBLE GRID PROJECTION.
 - i. For the purpose of A & E services the SURVEYOR can use the appropriate transformation or translation process to convert to the appropriate state plane coordinates.
 - ii. Final submittals will be in PMD's projection. Consult with PMD for any clarification regarding coordinate systems.

The Architect may be required to provide geospatial mapping services and documents to support the Owner's GIS. Geospatial mapping services will be required to create, update, and maintain the Owner's GIS. All geospatial and digital data produced under this contract will be required to be incorporated in the Owner's GIS. The type of services requested may include, but are not limited to:

- a) GIS data creation, editing and analysis
- b) Database design, editing and maintenance
- c) Desktop, web and mobile mapping
- d) Desktop, web and mobile application development
- e) 3D Visualization
- f) Building Information Modeling or BIM
- g) Asset Management development, update and maintenance
- h) Capital Planning
- i) Global Positioning System data collection and processing
- j) Aerial imagery and terrain collection and processing
- k) Training
- l) Technical support

E. Additional Services

1. **Construction Administration:** The Consultant shall provide construction administration and construction quality observation/enforcement. Services include but are not limited to:
 - a) Chair the preconstruction, monthly construction, pre-bid, bi-weekly updates, constructability reviews, and other meeting as requested by PMD to identify and resolve project problems; report on progress and quality and prepare meeting minutes within 48 hours of the meeting. Location and times of meeting is subjected to PMD approval.
 - b) Review and approve the Construction Progress Schedule and the Schedule of Amounts for Contract Payment submitted by the Contractor and monitor progress against those schedules.
 - c) Coordinate approval of construction submittals and maintain record/log of submittals.
 - d) Prepare color schemes and schedules for PMD's approval and subsequently approve the color and texture of materials and finishes.
 - e) Approve storage of material payments based on submittals, schedule of values and bill of lading. The Architect shall verify material storage quality requirements based on manufactures recommendations and/or common construction practices. Verification required by A/E firm and all documentation to be attached to approved pay application.
 - f) Prepare street and or building numbering plans
 - g) Evaluate and provide recommendations for field problems
 - h) Enforce all conditions and all requirements of the contract documents. This shall include; Construction Documents, Specifications, contracts, and other contract documents. Necessary correspondence is required by the contractor to document all non-compliance issues.
 - i) Track the status of quantities and costs and report deviations and impacts to the construction budget to the PMD.
 - j) Maintain project within the constraints of the budget by monitoring and reviewing work in place.

- k) Analyze claims and/or requests for change orders to determine merit and prepare necessary documentation.
- l) Make Modifications in Drawings and Specifications, and prepare Proceed Orders and Change Orders in the form and in accordance with procedures furnished by the PMD.
- m) Countersign Proceed Orders and Change Orders and provide supporting documentation, cost analysis and approval or disapproval letter.
- n) Advise the PMD on interpretations (other than legal interpretations) and clarifications of the drawings and specifications.
- o) Advise on special problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
- p) Assist in project construction settlement(s).
- q) Prepare monthly progress payments for the project based on quality, current completion status of work and approved schedule of values. Field verification is required by the A/E firm each month. Coordination with contractor before submission to PMD to include; notarized lien waivers, bill of lading or invoices signed by A/E.
- r) Coordinate project scheduling with the contractor to minimize delays.
- s) Observe construction work and obtain documentation from contractors to verify quantities (e.g. weight slips, truck tags, etc.).
- t) The Architect, or individual(s) designated in this agreement and the project representative hired by the owner shall visit the site during critical phases of construction to become familiar with the progress and quality of work. He/she shall determine if the work is proceeding in accordance with Contract Documents, approved submittals, and changes in the work; on the basis of on-site observations, endeavor to guard the PMD against defects and deficiencies in the work; within a timely manner after each visit submit to the PMD a written report which shall include all pertinent site observations.
- u) Ensure that the contractor submits daily progress reports by using an electronic filing system (FTP site) so that the submitted reports can be made available immediately to PMD and other governing agencies.
- v) Construction coordination visits shall be made by the Architect or Individual(s) designated in this agreement not less often than twice each month while actual construction is in progress including completion of final site work designed under this agreement.
- w) Prepare large-scale, full size, or other drawings (exclusive of shop drawings) as needed to supplement the contract Drawings, to permit proper construction of the project.
- x) Obtain and review the accuracy of the as-built and shop drawings provided by the contractor on a monthly basis. As-builts to be updated by A/E firms on a monthly basis.
- y) Review and approve Contractor's shop and detail drawings.
- z) Review and verify the accuracy of mark-up prints, drawings, specifications and other data prepared by the Architect as built conditions during the construction phase and submitted to the Architect. The as-built conditions shall show all

pertinent work-in-place not readily visible and which was not shown or indicated in the original contract documents.

- aa) Prepare recommendations for final acceptance and payment for contract work, based on field visits conducted by the Architect.
 - bb) Assist in final inspection (Memorandum of Acceptance for Occupancy-MAO) and sign the Certificates of Completion.
 - cc) Maintain a web-based File Transfer Protocol (FTP) capable of maintain and handling any and all documents throughout the life of the project.
 - dd) Monthly reports with status on schedule, change order log, RFI log, submittal log and photos with descriptions are due before monthly meetings.
2. **Bidding phase:** The Architect shall assist the PMD with bid advertising and securing bids and awarding construction contracts. The Architect shall attend the bidder's conference and shall be present at the public opening of bids to review and evaluate bidder's proposals. The Architect shall conduct such investigations and analyses as may be necessary to determine the lowest responsible bidder and shall make recommendations to the PMD regarding award of contracts or subcontracts.
3. **Constructability Review:** The Architect, after the award of the construction contract, will schedule and chair a constructability meeting with the contractor, the code inspector, and PMD. The meeting is to be scheduled within 14 calendar days after the award of the construction contract.

The Architect is required to provide services and work required for a constructability review of the construction contract documents. The overall intent of the constructability review is to minimize the potential for claims arising during construction as a result of design flaws or other issues, change orders, and to limit escalation in Contract Document changes and construction cost.

The review would typically include, but not be limited to identification of:

- a) Any missing or conflicting details
- b) Any potential risks that would impact costs or schedule.
- c) Utility conflicts and/or missing information
- d) Errors in cross-referencing or design calculations
- e) Overall contract document review
- f) Diminishment of project cost and to maintain cost within approved budget

The Architect, with PMD's approval, shall promptly make all changes to the Construction Documents per the comments and resolution made at the constructability meeting. The changes to the Construction documents will be made through the Request For Information (RFI) process. Any changes and/or modifications, resulting from the constructability meeting, to the Construction documents will be without additional compensation or reimbursement. The Architect will ensure that all changes/modifications be in accordance with the applicable building codes or other local agency regulations.

4. **Inspections:** It is required that the Architect and its consultants are able to provide all inspection results electronically. The PMD expects that the recorded report and/or information will be made immediately available through an electronic filing system (FTP site) for review and comments. The Architect should provide details inspection report for quality and code requirements in the following disciplines: Architectural, Electrical, Mechanical, Structural and Civil. The Architect will ensure that all aspects of the contract documents are being met and any amendments hereof. Any non-compliance shall be in writing to the contractor and PMD within 48 hours of occurrence.
5. **Warranty Inspections:** The Architect shall inspect the completed building three times during the Contractor's 18 month warranty period, beginning six months from the date of the execution of the Memorandum of Acceptance for Occupancy for the completed buildings. During this period the Architect will provide a written Inspection report to the PMD. The report shall include observed deficiencies under warranties provided for in the Contract Documents, including those of manufacturers and suppliers, in time to exercise rights before the expiration of such warranties.
6. **Testing:** Material and installation testing to be performed by the contractor and reviewed by the Architect during the Construction Phase. Coordination of these services shall be performed by the Architect as a Basic Service. All fees of such services shall be included in the proposal. Any non-conforming test results shall be documented by the Architect and shall notify PMD immediately.
7. **Appraisal Services:** To provide appraisal services on various structures located throughout the Navajo Nation and all real property owned by the Navajo Nation, through purchase by the or gifting to the Navajo Nation by non-Tribal entities. Appraiser must be in licensed in one of three States, Arizona, New Mexico, or Utah.

F. Responsibilities

1. Architectural/Engineering Responsibilities

- a) **Site Visits:** Upon the approval of a sub-division specific task order the Architect will visit each building and its surroundings which are identified within the sub-division and ensure all aspects of the task order/contract obligations are being fulfilled.
- b) **Coordination:** The Architect shall design the project to conform to applicable Federal, State, and local laws, codes, ordinances and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions. Such requirements shall be identified in the Design Program. Coordination with these governing agencies will be the responsibility of the Architect.
- c) **Plan Reviews:** Additionally, the Architect should be able to review the drawings and transmit all review comments electronically. Such reviews may

require reviews of other A/E firms doing design service with the PMD in other projects. Such reviews will require excellent recordation, knowledge of code requirements, and ability to ensure design accuracy based on appropriate codes.

The Architect shall submit to those agencies of the local utility providers, State or Federal Government, Tribal entities having jurisdiction over the project all bidding and construction documents which they have the right to require for approval of any features thereof. If the requirements of any such agencies are inconsistent with the criteria, the Architect shall promptly notify the PMD in writing. All coordination with these agencies is the responsibility of the Architect and the time length for review with said agencies should be considered in the proposal.

- d) **Plan Changes and Modifications:** The Architect shall make all changes necessary to the Bidding/Construction documents to obtain approval by the PMD. Such approval shall not relieve the Architect of other obligations under this agreement except as to features thereof upon which the PMD has specifically instructed in writing. This includes all re-bidding of projects.

The duties, responsibilities, limitations of authority, anticipated periods of employment, and schedule of compensation of such Project Representations shall be set forth by the PMD. Coordination of these services shall be performed by the Architect as a Basic Service. All fees of such services shall be included in proposal.

If any of the following additional services are ordered in writing by the PMD, they shall be paid for by the PMD as provided in the Actual and Reasonable Expenses.

- i) **Plan/Specification and Document Revisions.** Major revisions of previously approved drawings, specifications, and other documents, due to causes beyond the control of the Architect and not due to any error or omission by him/her or failure to carry out his/her obligations under this agreement.
- ii) **Contract Default.** Arranging for the work to proceed should any contractor on the project default.
- iii) **Duplication of Services.** Duplicating required services in site selection, on any sites other than the sites which were selected at the Schematic Design Phase and for which the Architect had performed such services.
- iv) **Witness Proceedings.** Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding

- e) **Meetings:** The Architect, his/her representatives and professional consultants shall attend conferences involving matters related to the design and construction of the project when and as deemed necessary by the PMD. These meetings shall include but not limited to:
 - i) Design Meetings
 - ii) Schematic Design Meetings
 - iii) Contract Documents Review
 - iv) Pre-Construction Meetings
 - v) Constructability Meetings
 - vi) Monthly Meetings
 - vii) Bi-Weekly update meetings
 - viii) Utility Pre-Construction Meetings

- f) **Reports and Quality control:** The Architect is to provide the following status reports concerning; project schedules, project budgets, safety concerns, and level of quality. The Architect is to provide the report every month with their pay application and their respective meeting minutes.

2. PMD Responsibilities:

- a) **Contracting Officer:** The PMD shall at the time of the construction award, designate the contracting officer authorized to act in its behalf with respect to the project. The contracting officer shall examine documents submitted by the Architect and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Architects work.

- b) **Design Criteria:** The PMD shall provide instructions concerning room distribution of the non-dwelling building types, handicapped occupants and other non-dwelling facilities (management, maintenance, and community buildings) and construction cost limits.

- c) **Project Non-Conformance:** If the PMD observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, it shall give prompt written notice thereof to the Architect. The Architect will notify the contractor after it has been brought to their attention.

- d) **Counseling:** The PMD shall furnish legal, accounting, and insurance counseling services as may be necessary for the project, as it pertains to the contract between the contractor and PMD.

- e) **Construction Minimum Wage Rates:** The PMD shall furnish the schedule of minimum wage rates approved by the Secretary of Labor for inclusion in the bid documents.

**PART
III
Proposal Content and Evaluation Criteria**

The PMD intends to retain the successful proposer on a “Best Value” basis, not a “Low Bid” basis. Therefore, the PMD can properly evaluate the offers received; all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers numbered and labeled with the corresponding tab reference also noted below.

A. Tab 1: Qualification of the Firm. Proposals must specifically address and affirm the following:

1. Letter of Interest that indicates why your firm should be selected for the job.
2. Qualification of personnel to be assigned to this project.
3. Describe at least three (3) projects of similar or greater size and scope demonstrating the firm’s expertise and knowledge.
4. Resume for all management and key personnel that will be involved with projects, including the professional qualifications, certification, professional membership, and experience and a statement indicating task each individual will be assigned to perform.

B. Tab 2: Experience

The Firm will provide evidence of experience and quality services rendered relating to the required work in the Navajo Nation. Provide evidence of work with similar projects on the Navajo Nation.

1. The Firm will provide evidence of experience and quality services rendered relating to the required work in the Navajo Nation.
2. Provide evidence that the firm has the administrative, technical and financial capability to perform the required services in the Navajo Nation.
3. Business & Staff Experience: Management capacity; staff expertise; internal quality control; organizational structure.

C. Tab 3: Plan to employ, hire local Navajo Individual or businesses, and training program.

The Firm will provide evidence of good faith effort in soliciting and hiring Navajo owned businesses and individual, as subcontractors, direct hire, or internships.

1. The Firm shall provide a plan that outlines how local Navajo businesses or individuals will be

actively solicited as sub-contractors, employees, or interns.

2. The Firm shall include in plan described in 1. above, methods of providing training, certification, and mentorships that will increase the Navajo Nation skilled labor pool.

D. Tab 4: Record of Past Performance

The proposing firm must demonstrate it has the administrative, technical, and financial capability to perform the required services on time and within the project budget.

1. Record of timely completion of similar projects.
2. Internal measures proposed for timely completion and cost control.
3. Provide a list of five references for contracts of similar projects, including at least two references for current contracts or those awarded during the past three years. Reference must include name of company in contract with, the length of contract term, contract persons, addresses and telephone numbers.
4. Include the firm's 2016 or more recent Year-End Financial Statements, which clearly depict the stability of the firm. Financial statements must include the Balance Sheet, Income statement, Statement of Cash Flow. The proposing firm must demonstrate it has the financial capability to perform the required services. **Failure to provide will disqualify your proposal.**

E. Tab 5: Familiarity with Navajo Nation Needs and Technical Approach

The Firm will provide evidence of experience and quality services rendered relating to the required work in the Navajo Nation.

1. Firm must also identify familiarity with funding agency requirements that may affect the project.
2. Provide a technical approach describing in detail how the services will be provided.

F. Tab 6: Proposed Fees

1. Provide a detailed cost breakdown/fee schedule for all service elements to carry out the Scope of Work. Include all personnel, time, equipment, supplies, overhead expenses, and profits, as well as setting out any travel expenses or unusual expenses if applicable. **The Fee Schedule must be included in a separate, sealed envelope marked, "FEE SCHEDULE".**

G. Tab 7: Navajo Business Opportunity Act

1. For Navajo/Minority/Small Business Preference Requirements, submit the Certificate. In accordance with the Navajo Nation Business Opportunity Act, 5 NNC §201 et. seq., and the Navajo Nation Procurement Code, 12 NNC §301, five (5) points will be given to

Priority 1 respondents or three (3) points will be given to Priority 2 respondents.
Respondents seeking the preference, submit the certificate indicating Indian-owned bona fides.

PART IV
Rating System on Evaluation Criteria

The manner proposal will be evaluated and rated as follows. The descriptions of the components are provided in Section IV. Proposal Content and Evaluation Criteria.

A. Qualifications.	(25 points)	_____
B. Experience.	(25 points)	_____
C. Record of Past Performance.	(20 points)	_____
D. Familiarity with Navajo Nation’s Needs and Technical Approach.	(10 points)	_____
E. Navajo Business/individual employment Plan	(15 points)	_____
G. Navajo Business Opportunity Act	(3-5 points)	_____
Five (5) points to Priority 1, Three points for Priority 2,		

Total Points (100 points possible)



End of Proposal.

Thank you for your interest in working with the Navajo Nation Property Management Department.

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.	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.		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>
	<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		
	<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) ▶ _____		
	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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-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 and
Suspension

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

- 1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.

- 2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.

- 3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).

- 4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

Name & Signature of Applicant

Type or Print Name

Signature Date