



THE NAVAJO NATION

OFFICE OF THE CONTROLLER • P.O. Box 3150 • Window Rock, Arizona • 86515
TELEPHONE: 928.871.6308/6310 • FACSIMILE: 928.871.6026

REQUEST FOR PROPOSAL BID NUMBER 20-06-2318LE

PURPOSE

This is a solicitation and request for proposals for consultation and compliance monitoring of the Navajo Nation's (Nation) deployment of \$600,559,530 of Title V CARES Act funding and any additional funding for the year ending December 30, 2020. The contract will have a term period of approximately six (6) months. It is anticipated that the consulting work would commence in June 2020.

The selected vendor will perform the required consulting services in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Audit Standards Board (GASB), Generally Accepted Government Auditing Standards (GAGAS) as presented in GAO-12-331G, the Uniform Administrative Requirements, Cost Principles, Requirements for Federal Awards (Uniform Guidance) as codified in 2 CFR 200 et. seq., The Coronavirus Aid Relief and Economic Security Act (The Cares Act) CFDA 21.019 and relevant U.S. Treasury Guidelines and FAQs.

BACKGROUND

The Nation is a tribe of Native American Indians existing pursuant to its inherent and retained sovereignty and recognized by the Congress of the United States under the Navajo Treaty of September 1, 1850, and the Navajo Treaty of June 1, 1868. With approximately 350,000 members and a land mass of over 27,000 square miles, the Nation is the largest Indian Tribe in the United States. As a sovereign nation, the Nation performs virtually all-traditional public functions for its members, including the administration of government and the protection of the public welfare. The Nation is located on the Navajo Indian Reservation (the Reservation) in northern Arizona, northwestern New Mexico and southeastern Utah. The majority of Navajo Tribal members reside on the Reservation.

The Navajo Nation Government employs approximately 6,500 permanent employees and is organized under the Navajo Tribal code ("Tribal Code") enacted by the Navajo Nation Council ("Council") into three branches: Legislative, Executive and Judicial. The primary responsibility for establishing Tribal law and policy resides, as historically, with the Council. Council is composed of 24 Council Delegates elected by popular vote from 110 local

government units known as Chapter Houses across the Reservation. Elections are conducted for the President and Vice-President of the Nation, Speaker of the Council and Council Delegates every four years in November, with the latest election occurring in 2018. The Council is authorized by federal law and the Tribal Code to appropriate and expend Tribal Funds. The Nation's general laws are established by the Council and set forth in the Tribal Code, which is a compilation of all Tribal Law. The Nation does not have a constitution and is not organized under the Indian Reorganization Act of 1934.

The Navajo Nation Office of the Controller (NNOOC) currently employs 120 full-time employees that monitors and accounts for 4,000+ active grants, operating budgets for the all three branches of the government and their respective programs. NNOOC utilizes JD Edwards/Peoplesoft Enterprise Resource System known as the Financial Management Information System (FMIS).

In addition to the Nation's Government, the Nation has created various organizations in order to provide services to the Nation and to promote and develop certain key economic sectors on the Reservation. The following organizations function under the direction of independent Management Boards, which are comparable to boards of directors.

INSTRUCTIONS

To be considered for the contract, the proposal must be prepared in accordance with the instructions herein. The proposal document should be prepared simply and economically, providing a straightforward description of the firm's capabilities according to the instructions.

Submit seven (7) proposals (1 original and 6 copies) The proposal documents should not exceed 25 pages. This includes any cover letter, statement of qualifications, and resumes. This does not include pricing documentation.

All interested parties are invited to review and respond to this Request for Proposal at their discretion. All questions pertaining to the contents of this RFP as respondent can contact Ms. Pearline Kirk at pkirk@nnooc.org or 928-871-6308.

Closing Bid Date:

Proposals must be received at the following address by 5:00 P.M on June 16, 2020:

Navajo Nation Office of the Controller - Purchasing
ATTN: Jeremy Ben, Accounting Manager
Administration Building #1
Window Rock Blvd.
Window Rock, AZ 86515

Responses to this bid shall be sent in a separate sealed envelope, including a return address,

and clearly marked on the outside of the envelope the following:

BID 20-06-2318LE
NNOOC Consulting Services
DO NOT OPEN-BID PROPOSAL

Bid Opening:

June 17, 2020

Window Rock, Arizona

Navajo Nation Office of the Controller – Administration #1 Building

The Navajo Nation reserves the right to waive any informalities or irregularities in the Request for Proposal, or to reject any or all proposals whenever such rejection is deemed in the best interest of the Navajo Nation.

The Navajo Nation is a sovereign government and all contracts entered into as a result of this RFP shall comply with Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et. Seq., Procurement Act, 12 N.N.C § 301, and applicable federal law, rules, and regulations. Nothing herein shall be construed as a waiver of the Navajo Nation Sovereign Immunity.

The Navajo Nation will utilize a standard Professional Services Contract (See Attached) for the procurement of good and services of this project. The Professional Services Contract will provide all other legal and contractual obligations, terms, and requirements of this project.

Content and Required Information:

Proposals should be outlined as described below:

- Organizational Letter expressing your interest and a brief description of your proposed services. Do not reveal or make reference to the cost in this letter.
- Organizational qualifications and technical experience. Include references.
- Scope of Work
- All available resources to complete services including response time to deploy and how to deploy these resources to maximize expenditures in timeframe.
- Contacts and affiliations with entities in a tribal, relevant State & Local governments and federal level of CARES Act funding space.
- Copies of licenses, certifications, and other relevant documents.
- Subcontractor information (if applicable)
- Costs to be submitted in a separate sealed envelope (Detailed breakdown of costs: Separate Consulting Fees with Navajo Nation Sales Tax (6%) for services incurred on the Nation and Consulting Expenses (per diem, lodging, etc.).

Any proposal that does not adhere to this format and does not address each specification, requirement, or scope of work as outlined, may be deemed non-responsive and rejected on that basis.

Evaluation Process:

An evaluation committee will review and evaluate all proposals received in accordance with the general criteria as identified below:

1. Qualifications, credentials, and work experience. This includes the capabilities to provide all requested services in a technical manner.
2. The quality of services to accomplish expenditures during these times, including technical compliance and monitoring work.
3. All available resources to provide service including how to deploy resources and timetable.
4. Any relevant contacts and networks that will be key to provide services.
5. Willingness to contract timely
6. Providing other required documentation (W-9 Form Revised 10-2018, Suspension & Debarment form, and Certificate of Insurance)
7. Navajo Preference
8. Cost (Separate Sealed Envelope)

The Nation intends to award a single contract to a single selected vendor to serve as the primary responsible party for consulting services. The Nation intends to select the vendor that demonstrates adequate qualifications and offers the best overall value. The committee will not consider any responses that do not comply with instructions or exceed the maximum page length. During the evaluation process, the committee reserves the right to request additional information, clarification from firms, or request firms to make oral presentations as part of the evaluation process. It is anticipated that the evaluation process will be completed by June 17, 2020. At that point, the Committee will notify the firm or firms that they believe are most qualified and arrange to complete the consultant selection process.

The committee believes that the information needed by qualified firms to respond to this request is herein. Therefore, it is not anticipated that a firm will have extensive questions regarding this RFP. However, if a firm needs clarification of this request, they should direct their questions to Pearline Kirk, Navajo Nation Controller at (928) 871-6308 and/or pkirk@nnooc.org.

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

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

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

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

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

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																					
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Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-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 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