



REQUEST FOR PROPOSALS
RE-BID #: 23-07-3100LE
“EXTERIOR WINDOW AND EXTERIOR DOORS
REPLACEMENT/INSTALLTION SERVICES”

Navajo Special Diabetes Program is issuing this Request for Proposals ("RFP") to engage a contractor to provide design-assist services for the replacement of exterior windows and exterior doors replacement at several program office locations on the Navajo Reservation. The scope of services is further outlined below and providing all labor, materials, tools, supervision and other services necessary to furnish and install the windows and doors, and disposing of the existing ones.

Proposers are recommended to visit each of facility listed within and perform a comprehensive assessment of the facility locations prior to submitting a response. The Contractor shall visit the site prior to proposal in order to be fully acquainted with the existing site conditions and surrounding area. It is the Contractor's responsibility to field verify all devices, equipment and measurements needed prior to proposal.


The successful proposers will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work. Proposers must comply with NFPA 101 and ADA Standards for Accessible Design Code. Proposers may provide an explanation itemizing the extent of their installation service procedure and practices. NSDP intends to award the multi-year contract to the proposer that is able to establish a contractual relationship with a qualified proposer that can best provide the NSDP with quality maintenance and repair services as further described in this RFP.

The proposal format shall include: (1) a narrative outlining the project approach, qualifications, and current workload and capability; (2) a list of past projects completed on the Navajo Nation; (3) a list of three references and phone numbers from recent clients; and (4) copy of License and Insurance Certifications (if available).

The contract will be awarded to the proposer who submits the best proposal in terms of: (1) Capability, Qualifications and References, (2) Method of Approach, and (3) Price.

The cost proposals can be sent electronically through email by September 6, 2023 to Lorita Etsitty, Buyer I; email address: letsitty@nnooc.org The proposal submittal cost proposals must be in an attachment clearly marked “EXTERIOR WINDOW AND EXTERIOR DOOR REPLACEMENT/INSTALLATION SERVICES” – Attention to Lorita Etsitty, Buyer, Navajo Nation Purchasing Service, Administration Building # 1, Window Rock Blvd., Window Rock, Arizona, or mailed to P.O. Box 9000, Window Rock, Arizona 86515. Bid documents and supplemental information regarding the project will be available online @ www.nnooc.org link: Purchasing. If any questions regarding this RFP call Randall Comb at 928-871-6532 or email: rcomb@navajo-nsn.gov

The Navajo Nation reserves the right to reject any and all proposals not within projected budget and may elect to award the contract not solely on the bid amount but the bidders' qualification. The due date for proposal September-6, 2023 5:00 p.m.



Rodgina Paul Program Manager III
Navajo Special Diabetes Program
Post Office Box 7440 • Window Rock, Arizona 86515 • Phone: (928) 871-7000 • Fax: (928) 871-4025

Date: August 23, 2023

REQUEST FOR PROPOSALS
“Exterior Window and Door Replacement/Installation Services”
RE-BID #: 23-07-3100LE

PURPOSE:

Navajo Special Diabetes Program is issuing this Request for Proposals ("RFP") to engage a contractor to provide design-assist services for the replacement of exterior windows and exterior doors replacement at several program office locations on the Navajo Reservation. The scope of services is further outlined below and providing all labor, materials, tools, supervision and other services necessary to furnish and install the windows and doors, and disposing of the existing ones. Proposers must comply with NFPA 101 and ADA Standards for Accessible Design Code.

PROPOSAL SUBMITTAL REQUIREMENTS:

To be considered, each bidder must submit a response to this Request for Proposal (RFP) and respond to the SELECTION CRITERIA identifying your understanding of the services requested. The proposal must be signed, in ink, by an official authorized to bind the bidder to its provision.

The cost proposals can be sent electronically through email by September 6, 2023 to Lorita Etsitty, Buyer I; email address: letsitty@nnooc.org The proposal submittal cost proposals must be in an attachment clearly marked “EXTERIOR WINDOW AND EXTERIOR DOOR REPLACEMENT/INSTALLATION SERVICES” – Attention to Lorita Etsitty, Buyer, Navajo Nation Purchasing Service, Administration Building # 1, Window Rock Blvd., Window Rock, Arizona, or mailed to P.O. Box 9000, Window Rock, Arizona 86515 and must be received by 5:00 p.m., September 6, 2023. The bidder is responsible for the timely receipt of their proposal by the Navajo Nation Purchasing Service Department. Bid documents and supplemental information regarding the project will be available online @ www.nnooc.org link: Purchasing. Late or faxed proposals will not be considered.

Bidders who intend to submit proposals will be required to visit each of facility listed within and perform a comprehensive assessment of the facilities prior to submitting a response. This will provide an opportunity for the bidder(s) to ask any questions of the proposal, and receive clarity of the intent of the proposal through mutual understanding.

The content of this RFP, its attachments, the proposal and any mutual understandings resulting from oral presentations will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of a proposed contract. NSDP further reserves the right to interview the key personnel assigned by the successful bidder to this project. NSDP reserves the right to reject any and all proposals.

NONDISCRIMINATORY PRACTICES:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4, the NSDP hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, or national origin for an award.

LIABILITY:

NSDP assumes no responsibility or liability for cost incurred by the contractor prior to the signing of an agreement. Total liability of NSDP is limited to the terms and conditions of any contract resulting from this RFP.

INDEMNIFICATION:

The contractor shall indemnify and hold harmless the NSDP and its agents and employees, from and against all claims, damages, losses, and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the services required by the contract, provided that any such claim, damage, loss or expense: 1) is injury to or

destruction of tangible property (other than the work itself), including the loss of use resulting there from; and 2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the contractor and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

GENERAL PROPOSAL REQUIREMENTS:

The proposals shall include the following:

- Name of firm or company, business address, name of contact person, telephone number, fax number and email address (if applicable).
- Price of service per facility and aggregate.
- Number of hours that you project will be necessary to perform the described duties, per facility and aggregate.
- References, especially government organizations, preferably governmental entities in Arizona or New Mexico;
- Description of your firm, personnel and services provided.
- Reason(s) why you believe your firm should provide these services to NSDP.
- Copies of all applicable licenses and insurance certificate (i.e., worker's compensation, general liability, unemployment compensation, etc.).
- Any other pertinent information that you believe will assist NSDP in understanding your company and assurances if awarded the contract, i.e., most recent financial statement, bonding certificate.
- Changes made to the RFP as the result of a response by NSDP, to questions or concerns raised through correspondence with prospective bidders, will be in writing and provided to each bidder.
- All information contained in a proposal is subject to disclosure.

SELECTION CRITERIA:

Responses to this RFP will be evaluated based upon the following factors as presented to the bid proposals:

Capability, Qualifications and References – (30%)

- The written proposal should indicate the ability of the contractor to meet the terms of the RFP.
- The written proposal should indicate the competence of personnel whom the bidder intends to assign to the project.
- Qualifications will be measured by training and experience, with particular reference to work experience in facilities of equal or greater size to that described in the RFP.
- Emphasis will be placed upon the qualifications of bidder's project manager.

Method of Approach – (20%)

- This factor will be judged based upon the Work Plan provided in the Proposal.

Price - (50%)

- This factor will be based on the total firm cost with breakdown of labor cost, expense cost and supplies/materials cost of the services per site location.

QUESTIONS:

Questions should be directed to:

Rodgina Paul, Program Manager III

Navajo Special Diabetes Program

P O Box 3748

Window Rock, Arizona 86515

Email: rodogina.paul@navajo-nsn.gov

Telephone: 928-871-6532

Fax: 928-871-6543

Navajo Special Diabetes Program Service Area Building Information and Contact Listing

Office Locations: _____ Building Size: _____ Contact Person: _____ Telephone #: _____

Chinle NSDP Office	2,262 sq. ft.	Judith Jake	928-674-2422
Dilkon Wellness Center	6,720 sq. ft.	Gwendolyn M. Charley	928-657-8119
Kayenta NSDP Office	2,262 sq. ft.	Joan Gray	928-697-5670
Tuba City Wellness Center	6,000 sq. ft.	Joan Gray	928-283-3222
Window Rock Wellness Center	10,752 sq. ft.	Ernestine George	928-871-7870

OBJECTIVE AND SCOPE:

NSDP wishes to secure timely, consistent, and cost-effective installation and replacement services, from one contractor, to ensure clean and safe facilities for employees and persons doing business with the contractor. The contractor shall install new exterior window and exterior doors at designated facility sites on the Navajo Reservation.

SCOPE OF SERVICES:

The Contractor's work will be required to field measure the window and doors openings and order appropriately sized windows and doors to fit the existing window bays and door frames. During the Construction Phase, the Contractor will be required to remove the existing windows and doors and install the new windows and doors, providing all labor, materials, supervision and other services as may be necessary to complete the Project. The Contractor will be required to coordinate all work with program supervisors, and shall be responsible for to ensure and erecting safety barricades in the work areas.

A. Scope of Work In general, the selected Contractor will be required to provide all of the labor, materials and supervision necessary to install new windows and doors in Chinle, Dilkon, Kayenta, Tuba City and Window Rock, Arizona. Contractor shall provide an adequate number of qualified, experienced personnel capable of performing the required work within the time frames. All workmen and subcontractors performing work shall be skilled in their respective trades.

B. Performance Criteria. The Contractor shall be required to install the required windows and doors in a first-class, workman-like and professional manner. In performing this work, the Contractor shall be required to field measure the window and door openings and order custom sized windows and doors. All of the windows shall be appropriately caulked and sealed so as to be weather tight. Appropriate trim and molding shall be applied around the edges of the window on both the interior and exterior faces.

C. Construction Phase-During the Construction Phase, the selected constructor shall carry out such activities as are necessary to complete the work associated with replacement of the windows and removal of the existing exterior door and installation of the new exterior doors will be performed. Among other things, the Contractor shall be responsible for providing all of the necessary supervision, labor and materials and tools to fully complete the work which shall include, but is not necessarily limited to the following: 1. Contractor shall remove and dispose of the existing windows and doors, any security screens, and other construction debris. The selected Contractor will also need to provide temporary coverings for the window openings after such removal as necessary to protect the building and its contents from weather and vandalism; 2. Contractor shall furnish and install new replacement windows and doors in accordance with the Performance Criteria; 3. Contractor shall restore the existing frame, molding, and trim work to its original condition, paint, and caulk and seal each window opening.

The Contractor must secure all equipment and materials at the site. Contractor shall be responsible for any and all damages to existing building or grounds, sustained as a result of work under this Contract, caused by either the installation of its work or in the delivery of materials and equipment for its use. The cost of repairing or replacing such damage shall be borne by the responsible Contractor. The repair of replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the Owner.

The Contractor is responsible for all damages and losses until the installation has been completed and accepted by the Owner.

The Contractor shall be responsible to obtain waste containers for the removal of all its waste materials, rubbish and packing materials resulting from his/her operations.

D. Conformance with Laws It shall be the responsibility of the Contractor to perform under the contract in conformance with the Navajo Nation's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

E. Davis-Bacon Act - The Davis-Bacon Act/Prevailing Wage Scale is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

F. Time is of the Essence Time is of the essence with respect to the contract. The Project must be Substantially Complete by December 31, 2023.

G. NSDP reserves the right to request the contractor supply invoices from suppliers showing the contractor costs. All repair services, if required, shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by NSDP.

GENERAL CONDITIONS:

In the event the premises specifically described herein are partially destroyed or damaged so that they are not used in whole or part, the fees set forth in the contract shall be proportionately reduced based on the remaining duties and functions described in the Schedule of Duties.

- Insurance required during entire length of agreement is as follows:
 1. Worker's Compensation coverage per statutory requirements
 2. Liability coverage as follows:

Bodily Injury	Property Damage	\$1 million per person	\$1 million each accident
		\$1 million each aggregate	\$1 million aggregate
- The contractor shall comply with any and all rules and regulations established by the Navajo Nation regarding security, building use, and conduct of the contractor's employees on NSDP's premises.
- The contractor shall have a designated agent on the premises to provide adequate and continuous supervision at all times that its employees are working.
- The contractor shall promptly remove any of its employees who, in the judgment of NSDP, either has performed his/her duties unsatisfactory or has violated the agreement.
- In the event activities are scheduled or occur on the premises, which interfere with the contractor's normal cleaning schedule, the contractor shall rearrange such schedule so that the work is performed before, and/or after the activity. The contractor is not required to rearrange work to be performed on Saturday, Sunday or holidays.
- The contractor, including all outside contractors, shall comply with all NSDP and NNOSHA safety policies.
- The agreement shall not be automatically renewed. Termination of agreement shall be for any reason by either party with a sixty (60) day written notice.
- Contract shall be for a one-year period.

SUMMARY:

This RFP is designed to allow qualified service providers to demonstrate their capability of providing glass entrance door repair services to NSDP.

- Three copies of completed proposals must be received, including the full fixed Cost of service no later than 5:00 p.m. on September 6, 2023. Proposals must be addressed in the following manner:

Attn: Lorita Etsitty, Buyer

RE-BID #: 23-07-3100LE

Navajo Nation Purchasing Services

Administration Building #1, Window Rock Blvd., Window Rock, Arizona,
or mailed to P.O. Box 9000, Window Rock, Arizona 86515.

Format: Proposals should be 8 1/2 inches x 11 inches, bound in a single document and organized in sections following the other specified under contents.

Project Approach Content: Proposal; shall contain the following information

A. Describe your understanding of NSDP's needs, considering the required features listed by NSDP. Identify the system your firm can provide to meet the requirements. Identify the infrastructure needed to support the features of the new system you propose.

B. Firm Description

Provide a description of your firm and list relevant information about capabilities, rate of services, and length of time in existence.

C. Relevant Experience

Describe relevant experience establishing phone and voicemail systems for other municipalities or similar size organizations.

D. Key Personnel Qualifications

Identify key personnel assigned to the project, their respective roles, and a synopsis of their relevant experience.

E. References

List of public agencies or clients for whom similar work has been performed. Provide the name, title and phone number of a contact person. NSDP may request a copy of a similar plan prepared by your firm for another client.

F. Schedule of Charges

Provide a complete detailed fee schedule with breakdown of labor cost, expense cost and supplies/materials cost of the services per site locations. Include charges for installation, equipment, and customer service support, and projected timeline to complete the installation and training.

G. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work. The cost of such insurance shall be included in the contractor's proposal.

OTHER CONSIDERATIONS:

NSDP reserves the right to reject any and all proposals. This Request for Proposals does not commit NSDP to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

NSDP reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of NSDP to do so. NSDP may require the selected bidders to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

ATTACHMENTS:

- W-9 Form
- NN Debarment Form
- Building Floor Plans

**Navajo Special Diabetes Program
Exterior Window and Exterior Door Replacement Project**

Project Location	Description	Quantity
Chinle NSDP	Commercial Single Hollow Metal Fire Rate Door/Frame 35 3/4" x 79 1/8" LH with Hardware Accessories, Hinges, and Weatherization Kits	2
	ADA Compliant Keyed Entry Exterior Trim Devices;	1
	ADA Dummy Pull Exterior Trim Exit Devices	1
	ADA Compliant Commercial Door Closers	2
	ADA Compliant 3ft. Rim Exit Device	2
	Exterior Commercial Grade Energy Star Window 48" x 36" Rough Opening Horizontal Slider XO Window with low e glass and weather strips	7
	Dilkon NSDP	Commercial Single Hollow Metal Fire Rate Door/Frame 35 3/4" x 79 1/8" LH with Hardware Accessories, Hinges, and Weatherization Kits
ADA Dummy Pull Exterior Trim Exit Devices		1
ADA Compliant Commercial Door Closers		1
ADA Compliant 3ft. Rim Exit Device		1
Exterior Commercial Grade Energy Star Window 46 3/4" x 40 1/2" Slider XO Window with low e glass and weather strips		6
Kayenta NSDP	Commercial Single Hollow Metal Fire Rate Door/Frame 35 3/4" x 79 1/8" LH with Hardware Accessories, Hinges, and Weatherization Kits lock	3
	ADA Compliant Keyed Entry Exterior Trim Devices;	1
	ADA Dummy Pull Exterior Trim Exit Devices	2
	ADA Compliant Commercial Door Closers	3
	ADA Compliant 3ft. Rim Exit Device	3
Tuba City NSDP	Exterior Commercial Grade Energy Star Window 48" x 36" Rough Opening Horizontal Slider XO Window with low e glass and weather strips	10
	Commercial Single Hollow Metal Fire Rate Door /Frame 35 3/4" x 79 1/8" LH with Hardware Accessories, Hinges, and Weatherization Kits	3
Tuba City NSDP	Commercial Single Hollow Metal Fire Rate Door /Frame 35 3/4" x 79 1/8" RH with Hardware Accessories, Hinges, and Weatherization Kits	2
	ADA Compliant Keyed Entry Exterior Trim Devices;	2
	ADA Dummy Pull Exterior Trim Exit Devices	3
	ADA Compliant Commercial Door Closers	5
	ADA Compliant 3ft. Rim Exit Device	5
	Exterior Commercial Grade Energy Star Window 47" x 35" Slider XO Window with low e glass and weather strips	9
	Exterior Commercial Grade Energy Star Window 35" x 35" Slider XO Window with low e glass and weather strips	2
	Window Rock NSDP	Commercial Single Hollow Metal Fire Rate Door /Frame 35 3/4" x 79 1/8" LH with Hardware Accessories, Hinges, and Weatherization Kits
ADA Compliant Keyed Entry Exterior Trim Devices;		2
ADA Dummy Pull Exterior Trim Exit Devices		3
ADA Compliant Commercial Door Closers		5
ADA Compliant 3ft. Rim Exit Device		5
Exterior Commercial Grade Energy Star Window 46 1/2" x 46 1/2" Slider XO Window with low e glass and weather strips		6
Exterior Commercial Grade Energy Star Window 46 1/2" x 46 1/2" Picture Window with low e glass and weather strips		1

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:

- 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 ▶ _____
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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, Suspension, and
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date