

WHIPPOORWILL CHAPTER SEPTIC CLEANING

BID# 26-01-3976SB

REQUEST FOR PROPOSAL

DESCRIPTION

Navajo Nation Fiscal Recovery Fund Office (FRFO) is seeking proposals from companies to provide Residential Septic Tank Pumping for the **Whippoorwill Chapter** community. Service to include baffle management and recommendations.

PROPOSAL DOCUMENTS

This Request for Proposal (RFP) accounts for a preliminary evaluation of the offeror(s) qualifications, proposed scope of work and project timeline. The Navajo Nation reserves the right not to award a contract under this RFP and may issue a new RFP for the same services at its discretion.

Proposal documents include the RFP, proposing documents and contract forms including any addenda issued prior to receipt of proposals. The contract documents proposed for the Work consists of the owner-contractor agreement, contract conditions, scope of work and all addenda issued prior to, and all modifications issued after execution of the Contract.

SECURING DOCUMENTS

Contract documents will be sent out by FRFO/ Project Manager and sent by email. No Mandatory Pre-Proposal Conference scheduled for this project.

Before submitting a proposal, Proposers shall carefully examine the scope of work documents and fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the Contract. The Proposer, if awarded the Contract, shall not be allowed additional compensation because of lack of examination. Proposal submission will be considered conclusive evidence that proposer made such examination.

SCHEDULE OF RFP ACTIVITIES

- **Deadline to Submit RFP Questions** **February 19, 2026**
- **Deadline for RFP Submittal** **February 20, 2026**
- **Proposal Opening Evaluations** **February 23, 2026**
- **Final Selection & Notice of Award** **February 24, 2026**

This RFP is issued by the Fiscal Recovery Funds Office (FRFO) on behalf of the Whippoorwill Chapter, in accordance with Navajo Nation laws and regulations. FRFO is the sole entity authorized to reproduce or distribute this RFP. By participating, the Offeror agrees to maintain the confidentiality of all related materials and information, limiting access strictly to personnel on a need-to-know basis within its organization. No materials may be copied, shared, or disclosed to any external party without the prior written consent of the Owner, FRFO.

DEADLINE TO SUBMIT QUESTIONS

All questions regarding this RFP must be submitted in writing to the Project Manager no later than **5:00 PM MST on February 19, 2026**. Written responses to all submitted questions will be added to the RFP on the Office of the Controller website.

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SUBMISSION OF PROPOSALS

Sealed bids will be received NO LATER than **5:00 pm MST on February 20, 2026**. Submittals received after this deadline will not be accepted or considered.

Responses to this RFP shall be sent in a sealed envelope, including a return address, and clearly marked on the outside of the envelope in the following context:

RFP BID# 26-01-3976SB

THE NAVAJO NATION

Purchasing Services Department

Administration Building 1

2559 Tribal Hill Dr

Window Rock, AZ 86515

DO NOT OPEN

SUBMITTAL OF PROPOSAL

WHIPPOORWILL CHAPTER SEPTIC
CLEANING

PRIORITY NUMBER

COMPANY NAME
COMPANY ADDRESS

RFP BID#
THE NAVAJO NATION
Purchasing Services Department
Administration Building 1
2559 Tribal Hill Dr.
Window Rock, AZ 86515

DO NOT OPEN
SUBMITTAL OF PROPOSAL
PROJECT TITLE

PRIORITY NUMBER

Instructions to Bidders to visibly mark on the outside of the proposal package, the RFP Bid Number, Company Name and Bidders' Navajo Nation Business Regulatory Priority Status Number (PRIORITY 1 or PRIORITY 2), if applicable, along with the following statement: "DO NOT OPEN – Submittal of Proposal, WHIPPOORWILL CHAPTER SEPTIC CLEANING.

All proposals become the property of the Navajo Nation Fiscal Recovery Fund Office. FRFO will not return any proposals or make any copies of the proposal available to anyone for any purpose other than those described in the RFP packet.

Cost Proposals should be **sealed separately** and explicitly identify all costs associated with the completion of all proposed services in this RFP. Technical Proposals should be **sealed separately** and state experience and qualifications to complete the Work as well as recognize certifications. Submittals sent by facsimile or any other electronic method will **not** be accepted. If hand delivered, make sure the RFP Packet is **time-stamped** before you depart.

All appropriate taxes should be included in the cost of services including the Navajo Nation Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C Section 601 et. Seq.).

PROPOSAL OPENING INFORMATION

The bid packages will be opened by the Bid Evaluation Team by **5:00 pm MST on February 23, 2026**. All eligible proposals shall be opened in accordance with the proposal opening procedures of the Navajo Business Opportunity Act ("NBOA") at 5 N.N.C. §205 C, and a staff member of the Navajo Nation Business Regulatory Department and the Navajo Nation Office of Controller shall attend the opening of proposals.

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SELECTION COMMITTEE & NOTICE OF AWARD

A selection committee of at least two members, including one representative from FRFO and one from the Chapter, will be established to review, rank, and determine the responsiveness of all proposals. A recommendation of 'responsive' by this committee does not guarantee a contract award. Final vendor selection and contract award eligibility will be determined in accordance with the Navajo Business Opportunity Act and all applicable Navajo Nation laws.

Notifications to all Bidders and a Notice of Award (NOA) to the accepted Proposer will be sent no later than **5:00 PM MST on February 24, 2026**. The NOA will confirm the project budget, timeline and scope of work.

STANDARD CONTRACT

The Navajo Nation reserves the right to include contract provisions based on applicable Navajo Nation, federal, state, and local laws and regulations in the final contract document.

AMENDED SUBMITTALS

An Offeror may submit an amended proposal prior to the proposal submission deadline. The amended proposal must fully replace any previous submission and be clearly identified as such in the transmittal letter. The Project Manager will not collate or assemble proposal documents on behalf of the Offeror.

ACCEPTANCE OF REQUIREMENTS

The submission of all proposals shall constitute the submitting Party's acknowledgement and acceptance of all requirements and conditions governing this Procurement.

OWNERSHIP OF DOCUMENTS

All documents and materials contained in this RFP Package are the property of the Navajo Nation . All documents and materials contained in all submitted proposals shall be the property of the Navajo Nation and not be returned to the submitting Party unless the RFP is cancelled; all such documents and materials shall be either retained or discarded by FRFO, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act.

AUTHORITY TO INVESTIGATE

The Project Manager, FRFO staff, Selection Committee, and authorized Navajo Nation personnel may conduct reasonable investigations into any Bidder to verify their qualifications, legal eligibility for a contract award, and the responsiveness of their proposal. Interested Parties failing to submit any information, documents, or materials requested by FRFO, in a reasonably timely manner, shall be disqualified.

OFFEROR'S RIGHT TO WITHDRAW PROPOSAL

To withdraw a proposal, the Offeror must submit a written request, signed by an authorized representative, prior to the proposal submission deadline. Offerors may withdraw their proposals at any time before the deadline.

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PROJECT MANAGER CONTACT

Lyle C. Begay, EIT, Civil Engineer
Fiscal Recovery Fund Office
Email: lyle.begay@navajo-nsn.gov
Phone: (928) 309-5539

Mailing Address:
P.O. Box 2469
Window Rock, AZ 86515

Physical Address:
1575 State Highway 264
Tse Bonito, NM 87319

INQUIRIES, ADDENDA

If any errors or ambiguities in the scope of work are found, the Bidder must immediately notify the Project Manager at the Fiscal Recovery Fund Office in Window Rock, Arizona. Any clarifications will be issued as an addendum on the RFP website. The Owner and Project Manager are not responsible for oral instructions. Questions submitted less than 48 hours before the proposal deadline will not be answered.

Any addenda issued by the Project Manager during the time of proposing are to be included in the Proposal and will become a part of the contract.

COST INCURRED

The Procuring Party shall not be liable for any costs incurred by the Offeror in the preparation of a proposal or for any expenses incurred prior to the execution of a signed contract resulting from this RFP.

PROPOSALS

Proposals must be made upon the "PROPOSAL FORM" provided, all blank spaces filled, the signature shall be longhand, and the completed form shall be without alterations or erasures. Where a Proposer is a corporation, the proposal must be signed by the legal names of the corporation, followed by the name of State of Incorporation and the legal signature or an office authorized to bind the corporation to a contract.

Proposer agrees to commence work on or before the date specified in the Notice-to- Proceed and to show evidence they can complete the work fully by December 31, 2026.

RANKING SHEET FOR GENERAL CONTRACTORS

For Contractor proposals, proper objective criteria for the determination of responsive proposals must be listed, and all contractors who submitted proposals must be ranked accordingly. Proposals shall be opened in accordance with the Navajo Nation Procurement Act and Regulations and the Navajo Business Opportunity Act (NBOA), 5 N.N.C. § 201 et seq. The contractor selected for the contract must be at least minimally qualified (i.e., a responsive proposal) and should be a Priority No. 1 or No. 2 certified firm. If no Priority 1 or Priority 2 firms have submitted a responsive proposal, then the non- Navajo firm selected must have the lowest price of all responsive proposals submitted by non- Navajo firms.

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The following evaluation criteria will be used by the Proposal Committee in the selection process for the contract award. Proposals will be evaluated to determine the best contractor. Notice of Award – The FRFO will notify the finalist in writing of the final selection.

No.	Ranking Items	Evaluation Criteria
1	Experience & Qualifications (Past performance)	20
2	Technical Methodology (Equipment, Pump, Disposal)	20
3	Cost Proposal (Breakdown, Travel Plan)	40
4	Licensing, Insuring & Safety (Tribal Permits, COI)	20
	Total	100

WAIVER OR LIENS

The Contractor is responsible for the payment of all labor and material costs incurred by themselves and any subcontractors on this project. The Contractor shall also provide the Owner with duplicate copies of Waivers of Lien from themselves and each subcontractor, if any. At the time of submission, the Contractor must certify that the waivers cover all applicable subcontractors

COMPLIANCE WITH LAWS AND REGULATIONS

Proposers are advised of applicable statutes and regulations concerning worker safety, hours of work, workers' compensation insurance and other laws affecting the proposed Work. Compliance with all relevant municipal regulations, rules, and ordinances is also required.

1. Preference: In performing the work, the Contractor shall comply with all applicable laws, rules, and regulations of the Navajo Nation, including without limitation, the Navajo Preference in Employment Law, 15 N.T.C., Section 601 et seq. (the "NPEA") and the Navajo Nation Business Preference Law, 5 N.T.C., Section 201, et seq. (the "NNBPL"). The terms and provisions of the NPEA and NNBPL are specially incorporated in, and become a part of, the contract and breach by the Contractor of any terms and provisions of such laws shall constitute a breach of this agreement and provide grounds for the suspension or termination of the Agreement of other appropriate remedy as specified in the NPEA and NNBPL.
2. Labor Standards: In accordance with the policy of the Navajo Nation to Pay Pre-Determined rates on Tribal Contract Construction, the determined wage scale of the contract work provides that all labor and mechanics employed by the project be paid wages at rates not less than those prevailing. A current wage is available from Navajo Nation Office of Labor.

CONTRACTOR'S LICENSE

If the services proposed are ones for which licensure by the State or another agency is required, license or membership number (e.g., Professional Architect, Professional Engineer, General Contractor) shall be provided. Contractor shall have and maintain a State Contractor's license throughout the project.

The Owner or their authorized representative, interprets the intent of this section to be for the regulation of the conduct of those engaged in the business of Contractor so as to discourage certain bad practices which might be indulged into the detriment of the public and to protect the Navajo Nation against unscrupulous and unqualified persons purporting to have the capacity, knowledge, and qualifications of a Contractor.

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ACCESS TO RECORDS

The Contractor shall maintain, and shall require its Subcontractors to maintain, all books, records, and documents pertinent to the Contract for at least three (3) years after project completion. The Owner, with ten (10) days' written notice, shall have the right to audit and examine such records at reasonable times.

RIGHT TO WAIVE MINOR IRREGULARITIES

The Selection Committee may waive minor irregularities. It can also waive mandatory requirements if all other responsive proposals fail to meet the same requirements, provided this waiver does not materially affect the procurement. The right is at the sole discretion of the Selection Committee.

TERMINATION

The Owner may, within 10 days written notice to the Contractor, terminate the contract documents for any of the following reasons:

1. The Contractor defaults in performance of any provisions under the contract.
2. The Contractor fails to carry out the construction in accordance with the provisions of the contract.

In such event, the Owner may assume the responsibility of completing the terminated work, by contract or otherwise. The Owner may take possession of such material, appliances, plant and equipment that may be on the site to finish the Work. Damages, if any, are to be determined in accordance with general conditions and supplementary conditions. Final payment to the Contractor for unpaid work, if any, will be made based on the submission of a final periodical estimate by the Contractor. The final payment due, if any, will be subject to the documentation of the claimed work.

Should the Owner fail to issue a progress payment within 30 days of the due date, for reasons other than Contractor fault, the Contractor reserves the right to terminate the agreement, subject to a 30-day written notice period.

INDEMNIFICATION

The selected Contractor shall indemnify and hold harmless the Navajo Nation and its agents from any and all liabilities, losses, costs, damages, and claims arising from work performed or services provided under this Contract. The Contractor's obligation does not extend to liabilities arising from work that is determined to be performed professionally, adequately, and in accordance with applicable industry standards and all relevant laws and regulations.

INSURANCE REQUIREMENTS

Insurance – The Offeror shall be required to procure and maintain, during the life of the Contract, adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (RMP). Such insurance shall be verified by a Certificate of Insurance prior to the execution of the Contract and shall name the Navajo Nation as an additional insured. The Offeror must include a provision for a two- day written notification to the FRFO Project Manager if a policy has been materially changed or canceled. At the time of award, the selected Contractor or Offeror shall furnish one copy each of Certificates of Insurance required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required once determined by the RFP, naming the Navajo Nation as an Insured.

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Approval of Insurance: Even though a "Notice to Proceed" may have been given by the FRFO, the Offeror and Subcontractor(s) shall not begin work under this Contract, or solicitation until the required insurance has been obtained and the proper Certificate of Insurance (or insurance policies) has been filed with FRFO. Neither approval nor failure to approve certificates, policies, or insurance by the FRFO shall relieve the Contractor or Subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

CONFIDENTIALITY

The contents of all Proposals and related materials shall be kept confidential until FRFO has issued a written Notice of Award (NOA) to the selected Contractor. At that time, all proposals shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

PERFORMANCE AND LABOR BONDS

The submitting Party shall provide a Performance Bond to guarantee such Party's full performance of all duties under the Contract for the Project. Generally, the Performance Bond must be in a dollar amount equal to one-hundred percent (100%) of the final Contract awarded to the Selected Contractor; however, a lesser Bond amount of fifty percent (50%) shall be allowed if the Selected Contractor (in addition to providing a 50% Performance Bond amount) either (1) provides an irrevocable Letter of Credit for fifty percent (50%) of the Contract amount, or (2) agrees to a retainage of fifty percent (50%) of the Contract amount. The Performance Bond must be provided by a state-licensed or state-registered surety or bonding company.

The submitting Party shall also provide a Payment Bond to cover all its obligations and liabilities to any and all Subcontractors, suppliers, laborers, and other persons or entities that will be performing work on the Project or providing materials for the Project. The Payment Bond must be in a dollar amount sufficient to cover all such obligations and liabilities and must be provided by a state-licensed or state-registered surety or bonding company.

Submitted proposals need not initially include the required Bonds; however, such Bonds must be provided prior to final Contract Award, and any Party not providing such Bonds in a timely manner may be Disqualified - at FRFO's or the Navajo Nation's sole discretion; for purposes of this provision, a "timely" submission of such Bonds (i.e., deadline for submission) shall be determined by FRFO.

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RIGHT TO REFUSE CONTRACT

The Navajo Nation reserves its right to refuse to execute a Contract for the Project if the Navajo Nation Attorney General, or his/her designee, determines in writing that any of the following has occurred prior to the Navajo Nation's execution of this Contract:

1. Lack of Documents; the Navajo Nation has not received all required supporting documents, or other reasonably requested information;
2. Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related Pre-Procurement Activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, Federal, or State laws or regulations governing said Procurement; or
3. Ineligibility; the Selected Contractor, or any other related person or firm, is ineligible for the awarding of this Contract, pursuant to applicable Navajo Nation, Federal, or State laws or regulations governing said Procurement; or
4. Change to Scope of Work or other requirements; there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in this RFP Package or in any addenda; in which case additional procedures under Section XIII (A) of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or
5. Change to the Budget or Maximum Feasible Cost (MFC); there has been a revision (whether increase or decrease) of the Budget/MFC that was originally established for this Project by FRFO prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII (A) if the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures: or
6. Protest filed; a protest has been timely filed in accordance with 12 N.N.C. §360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. §360(F); or
7. Navajo Nations interest; the Navajo Nation Attorney General, or his/her designee, determines in writing that refusal to enter this Contract is in the best interest of the Navajo Nation.

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SCOPE OF SERVICES

The focus of this project is to ensure we follow the regulations of the Navajo Nation Environmental Protection Agency (NNEPA). The Proposer must have the capability and resources to render all required services within the designated timeline ending December 31, 2026. The scope of work is for OWTS tank pumping and cleaning and includes baffle filter cleaning and replacement as well as wastewater disposal.

A. Septic Pumping

1. All septic tanks will be on official homesites.
2. Contractor will supply their own water during septic pumping and cleaning operations.
3. Systems without access risers will need to be excavated for proper tank access.
4. Chapter and Homeowner will be responsible for excavation activities.
5. There will be no pumping of septic tanks from inspection ports at the surface level.
6. Access all tank compartments and ensure baffles & filters are in operable condition.
7. Power and hand tools can be used to break up solids and scrape tank walls.
8. Locate and clean all septic tank chambers. Leave enough effluent to continue bacterial activity.
9. Pump tanks for visual inspection and to access baffles. Check for clogs or structure damage.
10. Clean baffle filters and replace if needed. Note filter type.
11. Clean worksite and restore area to original condition.
12. Dispose sewage and obtain manifest log signature at appropriate wastewater treatment facility.
13. Any issues found to disqualify tank pumping, such as a collapsing tank, shall be noted.
14. Compile maintenance service report including recommendations and photos, if applicable.

SUBMITTAL REQUIREMENTS/EVALUATION

1. GUIDELINES

The following guidelines shall be adhered to by Offerors for consideration in the selection process of Bidder to perform the services for the project described. Proposals, which do not include all the listed information may be considered incomplete and non-responsive and may not be considered by the selection committee.

2. MANDATORY SUBMITTAL REQUIREMENTS

1. Proof of General Contract Licensing
2. Navajo Nation Certification Regarding Debarment, Suspension, and Contracting Eligibility
3. Navajo Nation Certification Regarding Non-Collusion
4. Current IRS W-9, completed and executed
5. Navajo Nation Responsibility for Subcontractors
6. Navajo Nation Responsibility for Subcontractors Exhibit 1

ATTACHMENT SUMMARY

- ATTACHMENT A – Cost Proposal Form
- ATTACHMENT B - Navajo Nation Certification-Debarment, Suspension, Contracting Eligibility
- ATTACHMENT C – Navajo Nation Certification Regarding Non-Collusion
- ATTACHMENT D – Current W-9 Form, signed and completed
- ATTACHMENT E – Navajo Nation Responsibility for Subcontractors
- ATTACHMENT F – Navajo Nation Responsibility for Subcontractors Exhibit 1

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ATTACHMENT A

RFP PROPOSAL FORM

TO : THE NAVAJO NATION
Herein after called "OWNER"

The undersigned, having examined the proposed Contractor Documents titled:

**WHIPPOORWILL CHAPTER SEPTIC CLEANING
BID NUMBER: 26-01-3976SB**

Being qualified and having examined the Scope of Work, hereby proposes to provide all necessary labor, materials, equipment, and services to complete the project. The cost estimate to complete the projects will be identified as "Base Proposal", for the stipulated sum in both words and figures. In case of discrepancy, the amount in words will govern.

BASE PROPOSAL: _____
_____ (\$_____).

Where additional funds are available, the listing from the scopes of work as alternate proposals should be added and presented here.

Alternate Proposal: _____
_____ (\$_____).

Proposers acknowledge receipt of the following Addendum(s):

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

I understand the Owner reserves the right to reject this proposal, but that this proposal shall remain open and not be withdrawn.

The undersigned agrees that if the Owner's written acceptance of this proposal arrives after the stipulated opening date, the proposal remains valid. The undersigned will return the signed Letter of Acceptance and immediately provide proof of insurance to the Owner. The date of mailing the insurance documentation constitutes the delivery date.

Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

IMPORTANT NOTICE: If proposer or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; of a partnership, give name of firm and names of all individuals, co-partner composing of firms; if proposer or other interested person is an individual, give first and last names in full.

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Licensed in accordance with an act for the registration of contractors and with License Number _____, in the State of _____.

NOTE: If proposer is a corporation, set forth the legal name(s) of the corporation together with the signature of the officers authorized to sign contracts on behalf of the corporation. If proposer is a partnership, set forth the name(s) of the partnership.

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

DATE OF PROPOSAL: _____

SIGN HERE: _____

SIGNATURE OF PROPOSER: _____

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ATTACHMENT B

NAVAJO NATION CERTIFICATION

Regarding Debarment, Suspension, and Contracting Eligibility

Consultant/Project Name

Work Location

1. Applicant acknowledges, in accordance with the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, to the best of its knowledge, Applicant, in either its present form or in any other identifiable capacity, that it has not:
 - a. been convicted in any jurisdiction for the commission of a criminal offense incident to obtaining, or attempting to obtain, a public or private contract or subcontract, or in the performance of such Contract or subcontract;
 - b. been convicted in any jurisdiction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Navajo Nation Contractor;
 - c. been convicted in any jurisdiction under any antitrust statute arising out of the submission of offers;
 - d. violated contract provisions, such as having:
 - i. deliberately failed, without good cause, to perform in accordance with the purchase description or within the time limit provided in the contract; or
 - ii. a record of failure to perform, or of unsatisfactory performance, with the terms of one or more contracts; or
 - e. been determined to be ineligible to conduct business with the Navajo Nation under the Navajo Business Opportunity Act, 12 N.N.C. §§ 201-380;
 - f. submitted bad offers where such offers are lower than the expected price, or overstate the Applicant's qualifications; and
 - g. engaged in any other cause so serious and compelling as to affect Applicant's responsibility as a Navajo Nation Contractor, including debarment or suspension by another government.
2. Applicant certifies that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Applicant acknowledges that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.
4. Applicant certifies that, to the best of its knowledge, 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. §§ 1501-16 and 5 N.N.C. §§ 201-380.
5. Applicant 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

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

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ATTACHMENT C

NAVAJO NATION CERTIFICATION

Regarding Non-Collusion

Consultant/Project Name

Work Location

In accordance with Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, Applicant, in either its present form or in any other identifiable capacity, certifies and acknowledges the following:

1. Applicant is submitting an offer that is genuine and not collusive or a sham to the Navajo Nation for the above-named Project;
2. Applicant is fully informed regarding the preparation and required content of its offer, including all pertinent circumstances governing submission of its offer to the Navajo Nation;
3. Applicant has in no way colluded, conspired; connived; or agreed, directly or indirectly, with any other entity, offeror, or person regarding the proposed contract for the Project, to:
 - a. submit a sham offer to the Navajo Nation, or
 - b. refrain from submitting an offer to the Navajo Nation;
4. Applicant has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, offeror, or person, to:
 - a. fix any price or fee relating to its offer or of any other entity, offeror, or person, or
 - b. fix any price, overhead, profit, reimbursement, or cost element of its offer, or that of any entity, offeror, or person;
5. Applicant has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, offeror, or person interested in the proposed contract for the Project;
6. that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
7. all statements set forth herein, and in its offer submitted to the Navajo Nation, are true; and
8. that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.

Applicant Name

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

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ATTACHMENT D

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

WHIPPOORWILL CHAPTER SEPTIC CLEANING

BID# 26-01-3976SB

ATTACHMENT E

NAVAJO NATION CERTIFICATION

Responsibility for Subcontractors

Consultant/Project Name

Work Location

In accordance with Navajo Business Opportunity Act, 5 N.N.C. §§ 201-15, Applicant, in either its present form or in any other identifiable capacity, certifies and acknowledges the following:

1. Applicant has submitted/is submitting an Offer to the Navajo Nation for the above-named Project;
2. the signatory below is authorized to represent the Applicant for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. as of the date of signature below, said Applicant intends to use the subcontractors listed on the attached document, titled "Exhibit 1", for the above-named Consultant/Project;
4. none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the United States federal government, any state government, or the Navajo Nation;
5. none of the subcontractors are debarred, suspended, otherwise slated for debarment, ineligible and/or excluded from participation on any government contracts, including but not limited to federal, state, and tribal government contracts;
6. none of the subcontractors are, nor have they been, under criminal indictment or civilly charged by a governmental entity for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property, or other criminal offenses in the administration of a government contract;
7. none of the subcontractors have been terminated for cause or convenience by a governmental entity in the administration of a government contract; and
8. Applicant shall assume all legal responsibility for the work of all subcontractors on the Consultant/Project, including performing all subcontractors' duties as necessary or replacing any subcontractors as necessary in keeping with Navajo Nation laws, in order to guarantee Applicant is submitting an offer that is genuine and not collusive or a sham to the Navajo Nation.

Applicant Name

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

