## REQUEST FOR PROPOSAL BID NO: #23-02-2945KS

The Navajo Nation Purchasing Services Department is soliciting for sealed proposals and bids to provide meeting room facilities, lodging, and meals.

To obtain RFP package go to website: courts.navajo-nsn.gov Navajo Nation Judicial Branch Training RFP or <u>http://www.nnooc.org/RFPs-Advertisements.html</u>

• Closing Date: April 14, 2023 @ 4:00 p.m (MST).

Run Date: April 2, 2023 and April 9, 2023

## NAVAJO NATION JUDICIAL BRANCH Scope of Work & Specifications Provide Meeting Facilities, Lodging, and Meals

#### **SECTION 1 - OVERVIEW**

#### A. General Information

The Navajo Nation Judicial Branch (NNJB) provides court services, peacemaking, and probation and parole services, to adjudicate cases, resolve disputes, rehabilitate individuals and families, restore harmony, educate the public, agencies, services and other governments in Diné bi beenahaz' áanii, and protect persons and property pursuant to Navajo Nation laws, customs, traditions, and applicable federal laws. Pursuant to Diné bi beenahaz' áanii, the NNJB has established a justice system that fully embodies the traditional values and processes of the Navajo People.

NNJB is inviting qualified and well established vendors capable of providing comfortable facilities and services to submit proposals and bids.

B. <u>Dates for consideration of the NNJB Staff Training</u> - NNJB has selected August 23-25, 2023 as the time frames for potential dates of the training. NNJB is seeking a vendor capable of providing a facility for 2.5 days of meetings, four (4) nights of lodging, and meals within the recommended time period.

#### C. <u>Contact Information</u>

Raquel Chee, Grants Administrator P. O. Box 520 Window Rock, AZ 86515 Telephone Number: 928-871-6762 Facsimile: 928-871-6761 Email address: <u>rchee@navajo-nsn.gov</u>

- D. <u>Addendum to the RFP</u> in the event it becomes necessary to revise any part of the RFP, NNJB shall issue a written addendum on the specifics of the change and inform all respondents who received the original RFP.
- E. <u>Inquiries Regarding this RFP</u> Questions regarding this RFP should be submitted in writing (email, facsimile, regular mail) to the Grants Administrator. Only written responses to written questions shall be official. Verbal inquiries and responses shall be considered unofficial.

F. <u>Rejection of Proposals</u> - The Navajo Nation reserves the right to waive any informalities or irregularities in the RFP, or reject any or all proposals whenever such rejection is deemed in the best interest of the Navajo Nation.

#### SECTION 2 - PROPOSAL & BID SUBMITTAL DEADLINE AND RELEVANT INFORMATION

A. <u>Deadline</u> - All proposals & bids must be physically submitted to:

<u>Delivery via UPS or Federal Express</u> Navajo Nation Purchasing Department Education Center Morgan Boulevard Window Rock, AZ 86515 ATTN: Kimberly Slim, Buyer Phone: 928-871-6141

<u>Delivery via US Mail</u> Navajo Nation Purchasing Department P. O. Box 3150 Window Rock, AZ 86515 ATTN: Kimberly Slim, Buyer

#### By April 14, 2023 by 4:00 PM local Window Rock, AZ time (MST).

Late, facsimiled, or emailed proposals will not be accepted. Late, facsimiled, or emailed proposals will be returned unopened to the firm unrated and firms responding in such fashion shall be considered non-responsive. Use of mail and/or delivery service is at the respondent's own risk. Post mark by due date on package will not substitute for actual, physical receipt of proposal and bid by the deadline.

- B. <u>Proposal Submittal Specifications</u> All proposals & bids shall be submitted in a sealed envelope clearly marked:
  - 1. "DO NOT OPEN -RFP #23-02-2945KS PROPOSAL TO PROVIDE THE JUDICIAL BRANCH MEETING FACILITY, LODGING, AND MEALS".
  - 2. Name and address of the firm submitting the proposal shall be written legibly on the outside of the sealed envelope.
  - 3. All Bid Sheets shall be submitted with the sealed proposal, separately.

#### SECTION 3 -SPECIFICATIONS FOR LODGING, MEETING ROOM REQUIREMENTS AND MEALS

A. <u>Number of Participants</u> - There will be approximately two hundred (220) individuals participating.

#### B. Lodging Accommodation for 220 individuals

- 1. Number of rooms (single or double) to be provided by the vendor: Minimum of 110 single rooms and 110 double rooms.
  - Each double room, shall have two double or two queen beds. Roll-a-ways will not be accepted as a substitution. Hide-away beds will not be accepted as a substitution.
  - b. All rooms to be Non-Smoking rooms.
  - c. Where applicable, identify number of complimentary rooms and/or suites.
- 2. Lodging rate per night for both single rooms and double rooms shall be the same.
- 3. 10 rooms will be needed the night before the lodging block starts and 30 rooms after the lodging block ends.

#### C. Meals to be provided by the vendor for participants

- 1. Three days full breakfast buffet
- 2. Two days Seated Lunch or buffet
- 3. Two mornings Mid-Morning Snacks
- 4. Two afternoons Mid-Afternoon Snacks
- 5. One afternoon Brown bag lunch
- 6. One evening full dinner buffet
- 7. Vendor shall provide ice water, drinking glasses, individually wrapped hard candy, pens and notepads for the participants in all meeting rooms.
- 8. Proposal shall include a proposed menu plan for all breakfasts, lunches and dinner as listed in Attachment A.
- 9. Proposal shall include a proposed detailed list of refreshments and quantity for each day as listed in Attachment A.
- 10. Proposal shall include meals and refreshments consistent with General Services Administration (GSA) per diem rates.

#### D. Meeting Rooms and Facilities

- 1. General Sessions will be held on the following days:
  - a. Day 1 Morning (8:00 10:00 am) and Afternoon (4:00 pm 5:00 pm)– accommodate 220 participants
  - b. Day 2 Morning (8:00 10:00 am) and Afternoon (3:00 pm 5:00 pm) accommodate 220 participants
  - c. Day 3 Morning Only (8:00 am to 12:00 pm) accommodate 220 participants
- 2. Seven (7) break-out rooms which will each comfortably accommodate 35 to 80 individuals. Break-out sessions will be held on the following days:
  - a. Day 1 from 10:00 am to 12:00 pm 7 rooms, accommodate 35 individuals

- b. Day 1 from 12:00 pm to 4:00 pm 7 rooms, accommodate 35 individuals
- c. Day 2 from 9:00 am to 12:00 pm 7 rooms, accommodate 35 individuals
- d. Day 2 from 1:00 pm to 5:00 pm 7 rooms, accommodate 70 individuals
- e. Day 3 from 8:00 am to 1:00 pm 7 rooms, accommodate 35 individuals
- 3. One work room to be designated near training area for (04) four days that is equipped with electric plugs and wifi service.
- 4. Proposal shall include a top-view floor plan of the facility identifying rooms recommended for meeting rooms.
- 5. Meeting room set-up will be determined 30 days prior to start of the training.
- 6. Public address system with a minimum of two (2) wireless microphones, including an In- Focus type projector and screen, shall be provided by the vendor for the large General Session meeting room. The projector shall be able to connect to laptop computers provided by presenters.
- 7. Stage set-up with a back drop and a podium.
- 8. Registration Area with tables outside of general session area.
- 9. Proposal shall include wireless connectivity.

#### **SECTION 4 - GENERAL REQUIREMENTS**

- A. <u>Standard Contract</u> The Navajo Nation reserves the right to incorporate contract provisions which are based on applicable requirements, such as, Navajo Nation Laws, Federal, State, and local requirements, etc. into the contract documents; including provisions of the Navajo Nation Business and Procurement Act, at 12 N. N. C. § 1501 et seq., the Navajo Preference in Employment Act, at 15 N. N. C. § 601 et seq., and the Navajo Business Opportunity Act, at 5 N. N. C. § 201 et seq.
- B. <u>Availability of Funds</u> Any contract with the Navajo Nation is contingent upon the availability of funds appropriated by the U. S. Congress and/or the Navajo Nation Council, pursuant to 2 N. N. C. § 223 (A).
- C. <u>Indemnification</u> Vendor shall agree to hold harmless and to indemnify the Navajo Nation against any and all losses, costs, damages, claims, expenses or other liability whatsoever arising out of or in connection with vendor's services under proposed contract including, but not limited to, any accident to person or property.
- D. <u>Sovereign Immunity</u> Nothing herein shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation except to the extent provided for in the Navajo Nation Sovereign Immunity Act, 1 N. N. C. §551 et. seq.
- E. <u>Taxes</u> If applicable, all work performed and services provided within the territorial jurisdiction of the Navajo Nation is subject to the six percent (6%) Navajo Sales Tax, 24 N. N. C. § 601 et seq.

- F. <u>Proprietary Information</u> Any restriction on the use of data contained within any proposal must be clearly stated in the proposal. Each and every page that contains proprietary information must be clearly marked "Proprietary".
- G. <u>Ownership of Proposals</u> All materials submitted with the RFP accepted for review and evaluation shall become the property of NNJB and not returned to the firm. NNJB has the right to use any or all information presented in the RFP subject to limitations outlined in Paragraph F above under SECTION 4. Disqualification or non-selection of a vendor or proposal does not eliminate this right.
- H. <u>Contractual Obligation</u> The contents of the proposal may become part of contractual obligations of the contract award. Failure of the firm to accept these obligations may result in cancellation of the award.
- I. <u>Cost Incurred</u> The Navajo Nation is not liable for any cost incurred by the firm prior to issuance of a signed contract award for services. Cost incurred as a result of participating in this RFP process shall be at the sole risk and responsibility of the respondent.
- J. <u>Legal Review</u> Best efforts shall be used to resolve any disputes through informal means. In the unlikely event that formal action must be taken, all agreements will be interpreted by the law of the Navajo Nation. The Navajo Nation reserves the right to pursue appropriate legal action in the set of circumstances in Navajo Nation Courts.

#### SECTION 5 - PROPOSAL CONTENT AND EVALUATION CRITERIA

- A. Organization and Content
  - 1. All proposals shall be typewritten on standard 8 1/2" X 11" paper and bounded.
  - 2. Four (4) original copies of the proposal and Bid Sheets shall be submitted in flat bound form to facilitate filing.
  - 3. Appearance of proposal, including methodical and logical organization, is important and professionalism in proposal presentation should not be neglected.
  - 4. Letter of Interest -Proposal shall have a Letter of Interest stating the firm's interest in delivering the product and services as specified in RFP# 23-02-2945KS. The letter of Interest shall have an original signature of individual(s) responding to this RFP.
  - 5. Contact Information Proposal shall provide the following contact information:
    - a. Person or firm responding to RFP#23-02-2945KS
    - b. Name, title, and contact number(s) of person(s) authorized to provide clarification on submitted proposal and negotiate on behalf of the firm regarding proposal and relative documents.
  - 6. Statement of Qualification -Proposal shall have a Statement of Qualification which

will address the following:

- a. The firm's ability to provide services.
- b. Previous experience and past performance providing similar services; including references (contact information) of previous clients served within the last three (3) years; and
- c. Information of the firm's prior experience working with Native American tribes, especially the Navajo Nation.
- 7. Response to RFP Specifications -Response to specifications shall be addressed in the order in which they appear on this RFP.
  - a. Bid quotes relative to SECTIONS 3 shall be indicated on BID SHEET A. BID SHEET A is attached as ATTACHMENT A.
  - b. Each BID SHEET shall be Signed by the authorized representative designated under SECTION 5. A .5. b. Bid quotes shall remain valid for 45 days from the proposal and bid submittal deadline as specified under SECTION 2. A. Bid Sheets will be utilized by NNJB to uniformly compare quotes. Clear, concise, and understandable proposals and bids will be appreciated.
- 8. Additional Information Proposal may contain other information or material which may improve the quality of the proposal pertaining to the firm providing facilities and services to NNJB.
- B. Evaluation Procedures
  - Only those proposals and bids submitted within the established deadline (SECTION 2. A.) shall be opened and reviewed for responsiveness. Proposals shall be open in accordance with the Navajo Nation Business Opportunity Act, 5 N. N. C. § 201 et seq.
  - 2. Representatives from the Navajo Nation Purchasing Department (Office of the Controller) and NNJB will be present for the opening of sealed proposals and bids.
  - 3. After each sealed proposal is opened, the content of the sealed envelope will be examined and reviewed for responsiveness to RFP #. The "CHECK LIST FOR RESPONSIVENESS TO RFP#23-02-2945KS will be utilized for this purpose. Failure to adhere to the check list, or provide specified documents, may result in a determination of "non-responsive". A proposal determined to be non-responsive will not be evaluated beyond this point. A copy of the check list is attached as ATTACHMENT B. Please use the check list as a tool to ensure all pertinent documents are included in the proposal.
  - 4. Proposals determined to be responsive to RFP# 23-02-2945KS will be evaluated on the criteria outlined under SECTION 5.D.1.

- 5. Based on evaluations of proposals, NNJB may choose to visit the top-rated firms for additional on-site evaluation of the facility.
- C. Evaluation Criteria
  - 1. Each proposal will be evaluated on the following criteria:
    - a. The ability to provide comfortable meeting room facilities and amenities as specified under SECTION 3 of this RFP. (20 points)
    - b. The ability to provide lodging for all participants as specified under SECTION 3 of this RFP. (20 points)
    - c. Prior experience and past performance providing similar services as indicated in the Statement of Qualification. (20 points)
    - d. Cost -Proposed bid to provide facilities and services as specified in this RFP. BID SHEET -A will be utilized to uniformly compare quotes. (20points)
    - e. Location of facility, including meeting rooms relative to lodging and dining areas. (10 joints)
    - f. The ability to provide nutritious meals and refreshments at a reasonable cost. (10 points)

End of Scope of Work & Specifications for RFP#23-02-2945KS

## ATTACH MENT A BID

## SHEET -

### Α

## NNJB Staff Training RFP # 23-02-2945KS

#### ROOMS (single & double)

Lodging Dates	Number of Rooms	Cost per Night	Total
Day 1	10		
Day 2	220		
Day 3	220		
Day 4	30		
Complimentary Room(s)			
Applicable Service Charge (EXAMP	LE: 22% Service Charge, etc.)		
Applicable Taxes & Percentages (E	XAMPLE: sales tax @ 6%, etc.)		
		SUBOTAL	

#### MEETING ROOMS

Dates	Fee for General Session for 225	Fee for 7 Break-out Rooms	Total		
Day 2	8-10 am; 4 pm – 5 pm	10 am-4 pm			
Day 3 8-9 am; 6 pm – 8 pm		9 am-5 pm			
Day 4	8-12 pm				
Applicable Serv	ice Charge (EXAMPLE: 22% Service	e Charge, etc.)			
Applicable Taxes & Percentages (EXAMPLE: sales tax @ 6%, etc.)					
		SUBOTAL			

# AUDIO/VISUAL EQUIPMENT (PA system w/2 wireless microphones, projector, screen, etc) for General Sessions & lunch.

DATES Fee for One Day Morning On			Fee for One day Afternoon Only	Total			
Day 2	8-10am/4-5pm						
Day 3	8-9am/6-8pm						
Day 4	8-12 pm						
Applic	cable Service C	harge (EXAMPLE: 22% Service C	Charge, etc.)				
Applic	Applicable Taxes & Percentages (EXAMPLE: sales tax @ 6%, etc.)						

## ATTACHMENT A-1 BID SHEET - A-1 NNJB Staff Training RFP # 23-02-2945KS

MEALS

	Full Breakfast	<u>Lunch</u>		<u>Dinner</u>	
	Unit cost x No. of people	Unit cost x No. of people	Ur	nit cost x No. of people	
DATES					Total
Day 2					
Day 3					
Day 4					
Applicable Service	e Charge (EXAMPLE: 22%	6 Service Charge, etc.)			
Applicable Taxes	& Percentages (EXAMPL	E: sales tax @ 6%, etc.)			
				SUBOTAL	

#### REFRESHMENTS

	Morning		
DATES	Unit cost x No. of people	Unit cost x No. of people	Total
Day 2			
Day 3	Day 3		
Applicable Service	Applicable Service Charge (EXAMPLE: 22% Service Charge, etc.)		
Applicable Taxes & Percentages (EXAMPLE: sales tax @ 6%, etc.)		c.)	
		SUBOTAL	

#### **NNJB Work Room Near Conference Rooms**

Dates	Room description, i.e.size, location, etc.					
Day 1	ay 1 Starting at 12 noon to 8:00 pm					
Day 2	Day 2 Open from 7:00 am to 5:30 pm					
Day 3	Open from 7:00 am to 5:30 pm					
Day 4	Open from 7:00 am to 5:00 pm					
	SUBOTAL					

GRAND TOTAL:

## ATTACHMENT A-2 BID SHEET - A-2 NNJB Staff Training RFP # 23-02-2945KS

		COST		
PARKING	Yes		No	
INTERNET CONNECTIVITY				
In-Rooms	Yes		No	
On Premises	Yes		No	
BUSINESS CENTER	Yes		No	
Photocopying	Yes		No	
Faxing	Yes		No	
Receiving	Yes		No	
Sending	Yes		No	
FITNESS CENTER	Yes		No	
NON SMOKING FACILITY	Yes		No	
Mandatory for Conference/Mtg Rooms	Yes		No	
Audio Visual Equipment	Yes	Provide pricing sheet	No	

#### PLEASE INCLUDE:

- > Description of meeting rooms, diagrams, guidelines and pricing.
- > Audio/Visual availability, usage guidelines and pricing.
- > Include in separate line item service charge, taxes, etc.
- > Include policy on bringing in own equipment, food and beverages, etc.
- > Lodging description, amenities, guidelines and pricing.
- > Policy on deposits, cancellations, etc.
- > Policy on payment type, purchase order, credit card.
- > Policy on Exhibitors not directly related to conference.
- > Lodging rates to be afforded to participants bringing additional family members.
- > Check in and Check out time. Consider early check-in at noon.
- Consider check-out at 1:00 pm
- > Any local scheduled events.

## ATTACHMENT B

## Navajo Nation Judicial Branch NNJB Training Conference RFP Bid #23-02-2945KS Provide Meeting Facilities, Lodging, and Meals

## **PROPOSAL SUBMITTAL SPECIFICATIONS**

	Description								
1	Section 2.A Proposal and bid must be physically submitted to the Navajo Purchasing								
	Department by Friday, April 14, 2023 at 4:00 pm local Window Rock, Arizona time (MDST).								
2	2 Section 2.B Proposal and bid shall be submitted in a sealed envelope clearly marked: 1) "DO								
	NOT OPEN - RFP #23-02-2945KS - PROPOSAL TO PROVIDE THE JUDICIAL BRANCH MEETING								
	FACILITY, LODGING, AND MEALS".								
3	Section 5. A. 1 Proposal shall be typewritten on standard 8 1/2" x 11" paper and bounded.								
4	Section 5. A. 2 Four (4) original copies of the proposal and Bid Sheets shall be submitted in flat								
	bound form to facilitate filing.								
5	Section 5. A. 4 Proposal shall have a letter of interest stating the firm's interest in delivering								
	the product and services as specified in RFP # 23-02-2945KS.								
6	Section 5. A. 5 Proposal shall provide contact information as outlined in RFP #23-02-2945KS.								
7	Section 5. A. 6 Proposal shall have a state of qualifications as outlined in RFP #23-02-2945KS.								
8	Section 5. A. 7. b BID SHEET - A. Signed by representative designed under Section 5. A. 5. b.								
9	Section 3. B Lodging accommodations for 220 individuals.								
10	Section 3. C. 1. 2. 3. 4. & 5 Meals to be provided by vendor for participants.								
11	Section 3. C. 6 Proposal shall include a proposed menu plan for all breakfasts and lunches as								
	listed in Attachment A.								
12	Section 3. C. 7 Proposal shall include a proposed detailed list of refreshments and quantity for								
	each day as listed in Attachment A.								
13	Section D. 3 Proposal shall include a top-view floor plan of the facility identifying rooms								
	recommended for meeting rooms as specified in Attachment A.								
14	Section D. 5 Public Address system.								
15	Section 4 Adherence to general requirements.								

Depart	W-9 Doctober 2018) ment of the Treasury I Revenue Service	Request for Taxpayer Identification Number and Certific Go to www.irs.gov/FormW9 for instructions and the later		Give Form to the requester. Do not send to the IRS.				
		our income tax return). Name is required on this line; do not leave this line blank.						
	2 Business name/disre	garded entity name, if different from above						
Print or type. See Specific Instructions on page 3.	following seven boxe Individual/sole pro single-member LL	prietor or C Corporation S Corporation Partnership C C Corporation (C=C corporation, S=S corporation, P=Partner	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)				
Print or type. fic Instructions	LLC if the LLC is of another LLC that is is disregarded from	ppropriate box in the line above for the tax classification of the single-member ow lassified as a single-member LLC that is disregarded from the owner unless the o s not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing n the owner should check the appropriate box for the tax classification of its owner the owner should check the appropriate box for the tax classification of its owner the owner should check the appropriate box for the tax classification of its owner the owner should check the appropriate box for the tax classification of tax classification of the tax classification of the tax classification of tax classificatio	wher of the LLC is le-member LLC that er.	Exemption from FATCA reporting code (if any)				
bed	Other (see instruct	ions) ► eet, and apt. or suite no.) See instructions.	(Applies to accounts maintained outsid Requester's name and address (optional)					
80 5	· Hudross (namoer, su	and april of sales no. , and materials.	Trequester s hame ar	a address (optional)				
Ś	6 City, state, and ZIP c	ode						
	7 List account number(s) here (optional)							
Par	tl Taxpayer	Identification Number (TIN)						
		riate box. The TIN provided must match the name given on line 1 to ave		rity number				
reside	ent alien, sole proprieto es, it is your employer i	ividuals, this is generally your social security number (SSN). However, for or, or disregarded entity, see the instructions for Part I, later. For other dentification number (EIN). If you do not have a number, see <i>How to ge</i>						
	and the second se	ore than one name, see the instructions for line 1. Also see What Name		dentification number				
		ter for guidelines on whose number to enter.	-					
Par	t II Certificat	ion						
	r 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	Signature of
Here	U.S. person ►

#### **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)

#### Date >

- 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.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

#### NAVAJO NATION CERTIFICATION Regarding Debarment, Suspension, and Contracting Eligibility

- 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:
    - 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
  - Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
- 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

Navajo Nation Debarment, Suspension, and Eligibility Form – NNDOJ/TFU.14Jul22 Page 2 of 2



#### CERTIFICATE OF LIABILITY INSURANCE

<u> </u>	<u> </u>									
CER BEL	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
If SU	ORTANT: If the certificate holder JBROGATION IS WAIVED, subject certificate does not confer rights to	t to:	the	terms and conditions of	the po	licy, certain	policies may			
PRODUC	v				CONTA NAME:		-			
					PHONE (A/C, N	o, Ext):		FAX (A/C, No):		
					E-MAIL	SS:				
						INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
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INSURED	0				INSURE					
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	USIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE		SUBR		DEEN	POLICY EFF	POLICY EXP	LIMIT	8	
	COMMERCIAL GENERAL LIABILITY	INSD	WVD	TOLICT NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
GE	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
B AI	OTHER:		<u> </u>					COMBINED SINGLE LIMIT	\$	
								(Ea accident)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per person)		
	AUTOS ONLY AUTOS HIRED AUTOS ONLY AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	nt) \$ s	
	AUTOS ONLY AUTOS ONLY							(reradodenty	s	
A	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
AN	DRKERS COMPENSATION D EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
AN OF	Y PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
lfy	es, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
C	SCRIPTION OF OPERATIONS below		-					E.L. DISEASE - POLICY LIMIT	\$	
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHICI	LES (#	ACORE	0 101, Additional Remarks Schedu	le, may b	e attached if mo	re space is requi	red)		
CERTI	FICATE HOLDER				CAN	ELLATION				
					CAN	LELATION				
					THE	EXPIRATIO	N DATE TH	escribed policies be c. Iereof, notice will Cy provisions.		
					AUTHO	RIZED REPRESE	INTATIVE			
4000	D 05 (0010/02)					@ 10	00 0015 10		All sice	
ACOR	D 25 (2016/03)					© 19	88-2015 AC	ORD CORPORATION.	All righ	its reserved.

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