

**REQUEST FOR PROPOSAL NAVAJO  
DIVISION OF PUBLIC SAFETY  
TURN-KEY LEASED MODULAR, LAND AND UTILITY ESTABLISHMENT  
BID NUMBER: 24-01-3204GC**

1. PURPOSE OF REQUEST

The Navajo Nation through its agent, the Navajo Division of Public Safety (Navajo Nation, Nation, NDPS used interchangeably throughout), seeks proposals from qualified vendors to lease two (2) turnkey modular office trailers to serve as Public Safety Answering Point (PSAP) buildings. This bid will be turnkey and shall include proposals for land preparation and utilities services establishment. Perspective bidders may choose to bid on all or a portion of the RFP. PSAP buildings will be at two separate locations, one site in Kayenta, Arizona and the other site in Yah-ta-hey, New Mexico.

2. TIME SCHEDULE

The NDPS intends to follow this process and timetable, resulting in the selection of a vendor. At the NDPS’s discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

<b>RFP Issued</b>	January 12, 2024
<b>Site Visits and Pre-Proposer Meeting- Contact Sandra Davison to register</b>	January 18, 2024 – Kayenta, AZ 10am-12pm January 18, 2024 – Ya-Ta-Hey, NM 3pm-5pm
<b>Deadline for Submittal of Proposal by 5:00PM(MST)</b>	January 29, 2024
<b>Evaluation and intent to select proposal</b>	January 29 – February 2, 2024
<b>Notice of conditional selection and initiate award process (tentative date)</b>	February 2, 2024
<b>Award of contract by the Navajo Nation (tentative date)</b>	April 2, 2024

3. GENERAL INSTRUCTIONS FOR PROPOSERS

- a. The Purchasing Service Department of the Navajo Nation Office of the Controller receives all proposals on behalf of the NDPS.

Delivery: Grace Coan, Buyer  
Purchasing Service Department  
Admin Building One  
Window Rock Boulevard Window  
Rock, AZ 86515

Mailing: Grace Coan, Buyer  
Purchasing Service  
Department Post Office  
Box 3150  
Window Rock, AZ 86515

- b. Any questions or inquiries regarding this solicitation should be directed to

Sandra Davison, MTM Solutions  
[sandra@mtmsolutions.org](mailto:sandra@mtmsolutions.org)

Keri Schrock, MTM Solutions  
[keri@mtmsolutions.org](mailto:keri@mtmsolutions.org)

- c. On the exterior of the delivery method, the proposer must ensure their business name is clearly visible. If asserting Priority status, the proposer shall visibly mark their status, ranking and certification number on the exterior of the delivery method. All proposals shall clearly mark the following on the packet: **“TURN-KEY LEASED MODULAR, LAND AND UTILITY ESTABLISHMENT 24-01-3204GC.”**
- d. Proposals must be received by 5:00PM Mountain on January 29, 2024. Proposals will not be accepted after this deadline. **Three (3) copies of the proposal plus one USB of the completed proposal must be enclosed in the sealed delivery method. No facsimile, electronic or telephone proposals will be accepted.**
- e. Proposals should be prepared simply and economically, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of the request. Special bindings, colored displays, glossy paper, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

4. Contents of Proposal Submittal

- a. A signed proposal by the representative who has the authority to sign.
- b. A completed W-9 Form (See Form at RFP - Exhibit B)
- c. A completed Navajo Nation Certification Regarding Debarment and Suspension Form (See Form at RFP - Exhibit C).
- d. Describe systems and mechanisms that would be established to ensure timeliness of response to staff and good communication for status reporting during and following the project.

- e. For Navajo Nation tax purposes, identify the business home base of where services will be provided from.
- f. Company name, address, direct contact information of the primary and secondary representatives, and years of experience providing the scope of services described in RFP – Exhibit A. Please also provide the Proposer's principal signer(s)' experience providing the scope of services described in RFP – Exhibit A. For each category please quantify the anticipated percentage of time the persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project as described in RFP – Exhibit A is preferred and will be given greater weight.
- g. List three references that NDPS may contact that have received similar services as outlined in the scope of service and can provide a positive reference to successful completion of work and services rendered. Please provide the name, title, program, email, and phone number, for each reference. Tribal governmental entity references are preferred and will be given greater weight.
- h. Proposers must identify their experience with previous projects in similar circumstances and geographic areas as outlined in the scope of service. Relevant tribal governmental entity experience is preferred and will be given greater weight.
- i. Proposers must identify any projects performed for the Navajo Nation specific to the identified scope of work in RFP – Exhibit A
- j. Describe the experience, education, licensures, and certifications of key staff of the proposed team that will achieve the Project objectives. Ensure the proposal packet includes proof/substantiation verifying experience, education, licensures and certifications. Please outline each key team member's areas of specialization and expertise, as well as their expected role in this Project. Please quantify the anticipated percentage of time each key team member will contribute to the overall Project. The Proposer should clearly establish how the qualifications of the key team members will allow Navajo Nation to achieve the desired outcomes in an efficient and economic manner. NDPS reserves the right to do its own due diligence in verifying the information provided. Experience serving tribal governmental entities is preferred and will be given greater weight.
- k. Describe the method and process for quality assurance and control measures to be used to ensure the desired outcomes of the Navajo

Nation are achieved. Proposers must establish that they will meet the Project completion date identified in RFP – Exhibit A and will make every effort to identify and successfully complete critical path items as well as plan ahead for and mitigate supply chain and other delays, notwithstanding Force Majeure events.

- I. The proposer must submit a statement indicating they accept the terms of the supplied Contract (See Form RFP - Exhibit D). If they do not, the proposer must submit their exceptions to the terms of the sample contract with the proposal. A proposal in which the proposer attempts to impose conditions that would modify the requirements of the solicitation or limit the proposer's liability to the Navajo Nation shall be rejected as non-responsive.

## 5. SELECTION CRITERIA

- a. The goal of Bid Evaluation is to select a responsible vendor that is the most responsive and best serves the needs of the Navajo Nation which include adherence to the Navajo Nation Business Opportunity Act, the Navajo Nation Preference in Employment Act, other applicable laws of the Navajo Nation and providing the Procuring Party with a reasonable price that is equal to or below the Maximum Feasible Cost for the Services requested with such Services completed by the specified milestone and end dates. The lowest cost alone may not always best serve the needs of the Navajo Nation.
- b. The NDPS shall use the criteria outlined in RFP - Exhibit E in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.
- c. The criteria reflect the terms and conditions of the RFP and the Scope of Service. Criteria are not written verbatim but are summaries of the full text found in the terms and conditions of the RFP and the Scope of Service.

## 6. SCOPE OF SERVICE

The scope of work to be covered is attached herein as RFP - Exhibit A.

## 7. TERMS AND CONDITIONS

- a. The liability of the Navajo Nation under a contract formed from this solicitation is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under this Contract.

- b. Proposers must visibly mark their status as a vendor certified under the Navajo Nation Business Opportunity Act on the outside of the bid package, including their Priority ranking. It is the responsibility of the proposer to identify themselves as certified under the Navajo Nation Business Opportunity Act.
- c. Proposers must visibly mark as “Proprietary” each part of their proposal which they consider to be proprietary information. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NPD's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NDPS reserves the right to use any non-proprietary information. No basis for claims against the NDPS shall arise as a result of a response to this RFP or from the NDPS's use of such information.
- d. The Navajo Nation is not bound to enter a contract under the solicitation and may issue a subsequent solicitation for the same services.
- e. Nothing in the solicitation is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
- f. The Navajo Nation is a sovereign government and all contracts entered into as a result of the solicitation shall comply with Navajo Nation Law, rules and regulations, including but not limited to the Navajo Preference in Employment Act and applicable federal laws, rules, and regulations.
- g. The Navajo Nation reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- h. The Navajo Nation reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- i. The NDPS reserves the right to award all or a portion of the required services to more than one qualified proposer at the NDPS's sole discretion.
- j. A proposal in which the proposer attempts to impose conditions which would modify requirements of the solicitation or limit the proposer's liability to the Navajo Nation shall be rejected as non-responsive.

- k. The contract resulting from acceptance of a proposal by the NDPS shall be in a form supplied or approved by the NDPS and shall reflect the specifications in this solicitation. A sample contract is attached as RFP - Exhibit D for informational purposes. If a Proposer has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of the Agreement. The Navajo Nation will not consider any changes to the contract language regarding indemnification and insurance provided in RFP – Exhibit D.
- l. After preliminary selection and prior to contract award, the NDPS will meet with the Proposer to review procedures for invoicing, payment, reporting, and monitoring contract performance.
- m. The NDPS shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this solicitation.

#### 8. PROPOSAL PRICE/PAYMENT PROCEDURES

- a. The Navajo Nation **requires** the proposal to include a sealed bid price. Failure to do so **will result** in a “non-responsive” classification and the proposal will be rejected. Please also include the following:
  - Annual breakdown of cost allocation;
  - Cost/expense justification and analysis to substantiate proposed pricing; and
  - Please identify those items that are absolutely necessary to successful completion of the Project and the corresponding proposed pricing of those items. Please also identify all items that are optional and not necessary to successful completion of the Project and the corresponding proposed pricing of those items.
- b. Please refer to the Office of the Navajo Tax Commission at 928-871-6683 or their website at <http://www.tax.navajo-nsn.gov/> for additional information or guidance on what requires the Navajo Nation sales tax.
- c. Payment by the NDPS for the services will only be made after the services have been performed and accepted by authorized NDPS representatives. Itemized billing shall be submitted upon establishing submission tables.
- d. Describe your preference for method of payment and your procedure for billing and any other account requirements.
- e. The payment procedures established by the Division of Finance/OOC

shall be adhered to and are to begin whenever goods are delivered and/or services performed.

9. BUSINESS LICENSE & INSURANCE REQUIREMENTS

- a. Proposer's business must be licensed on the Navajo Nation if performing the services on the Nation OR it must be licensed in the state where the service will be provided. Please refer to the Navajo Nation Corporation Act Title 5, Chapter 19. Additional information can be found at [http://www.navajobusiness.com/doingBusiness/Registration/NNCC/N\\_NCC\\_process.htm](http://www.navajobusiness.com/doingBusiness/Registration/NNCC/N_NCC_process.htm)
- b. Proposer must obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program for the entire term of the contract. The insurance coverage shall name the Navajo Nation as an additional insured. Proof of such insurance must be attached. For additional clarification, please contact the Navajo Nation Risk Management Program at 928-871-6335 or their website at <https://isd.navajo-nsn.gov/contactus.html>

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# EXHIBIT A



# Exhibit A

The Navajo Nation through its agent, the Navajo Division of Public Safety (NDPS), seeks proposals from qualified vendors to lease two (2) turnkey modular office trailers to serve as Public Safety Answering Point (PSAP) buildings. This bid will be turnkey and shall include proposals for land preparation, utilities services establishment, backup generator, security infrastructure, and fire suppression system. ***Prospective bidders may choose to bid on all or any portion of the Request For Proposal (RFP). Different suppliers may be chosen for each portion of the RFP. PSAP buildings will be at two separate locations, one site in Kayenta, Arizona and the other site in Yah-ta-hey, New Mexico.***

## 1. General Administrative Statements

- a. The NDPS currently maintains emergency communications through seven police districts across the Navajo Nation. NDPS intends to consolidate those seven dispatch centers into two new PSAPs located in Kayenta, Arizona and Yah-ta-hey, New Mexico respectively.
- b. The NDPS seeks to contract for services of modular building suppliers with expertise in all phases of the work associated with the design modification, construction, site preparation, transportation, and installation of a turn-key modular building to be used for PSAP (9-1-1 call center) functions.
- c. The NDPS seeks to pay for all materials, construction, and services through a lease financing mechanism.
- d. The selected supplier shall provide construction materials and assemblies according to applicable local codes, regulations, and standards. Supplier shall ensure all construction work is done in accordance with OSHA standards.
- e. Supplier's work will include, but is not limited to; modular building construction, pre-construction design modification, site design and preparation, permitting, modular transportation, installation, and commissioning of the modular building. Suppliers shall be selected for each of the following sections of this RFP,
  1. Modular Units Section: Supplying two (2) modular office trailers designed to NDPS specifications. ***Optional Bid Items-*** Bullet Proof Glass Installation, Furnishing all Appliances for Modular. Supplier(s) must include the estimate for these items in their bid responses as separate line items under the Modular unit's section, estimates must clearly be identified as 'Optional item proposal'.
  2. Site Preparation Section: Preparing the site and surrounding land for the modular units. (includes clearing/leveling site, foundation design and install, fabricating and installing ramps and stairs for access, and, designing and building parking lots and sidewalks). ***Optional Bid Items-*** Parking Lot Lighting Design and Installation, Modular Exterior Lighting Installation. Supplier(s) must include the estimate for these items in their bid responses as separate line items under the Site Preparation section, estimates must clearly be identified as 'Optional item proposal'.
  3. Utility Establishment Section: Preparing the modular for utility establishment per

the specifications outlined. Ensuring module is ready for water, sewer, and electrical hook up to local utilities. (City of Gallup for Yah-ta-hey site and Navajo Tribal Utility Authority for Kayenta site)

4. Backup Generator Section: Designing, installing, and supplying backup generators for each modular unit.
  5. Fire Suppression System Section: Designing, installing, and providing fire suppression systems for modular units.
  6. **Optional Bid Items-** Security Infrastructure Section: Installing security infrastructure in and around the modular sites. Security Perimeter Fencing Design, Provide Material, and Install. Supplier(s) must include the estimate for these items in their bid responses as separate line items.
- f. Supplier(s) shall ensure all construction related infrastructure is in place during construction, including temporary security fencing, water trucks for dust control (if needed), porta potties, etc.
- g. Supplier(s) may independently bid on each section of this RFP or subcontract out work as necessary to meet the project timeline. Selected vendor must provide sufficient manpower (licensed and certified as applicable) and equipment to complete installations within the designated time frame(s).
- h. Potential bidders are encouraged to perform a site visit of each site to provide quality estimates. Selected supplier will be responsible for the review of site conditions, design of specified modifications to the basic modular unit, building of the modified design to the NDPS approved design, site preparation, transportation of the unit to the site, and unit installation.
- i. The Navajo Nation has set **June 28, 2024**, as the last date to encumber allocated funds contained in **CJN-29-22** for this project. **The project must be completed, and encumbered allocations must be liquidated by August 30, 2026.** The proposer should prepare their submissions to ensure their active participation for the duration of the project timeline through August 30, 2026.

## 2. Supplemental Pricing Information

- a. It is intended that the modular building and services to be purchased under the anticipated contract will be paid for via a lease mechanism. Any items not available for lease payment method, shall be discussed with NDPS and identified in suppliers bid.
- b. Suppliers must identify pricing for the section(s) they are bidding, pricing shall include all applicable taxes and shipping. If bidding on optional items, supplier shall identify this as a separate line item under the primary section.
  1. Modular Units Cost Estimate
    - Optional- Bullet Proof Glass
    - Optional- Furnishing all Appliance.
  2. Site Preparation Cost Estimate
    - Optional- Parking Lot Lighting
    - Optional- Modular Exterior Lighting

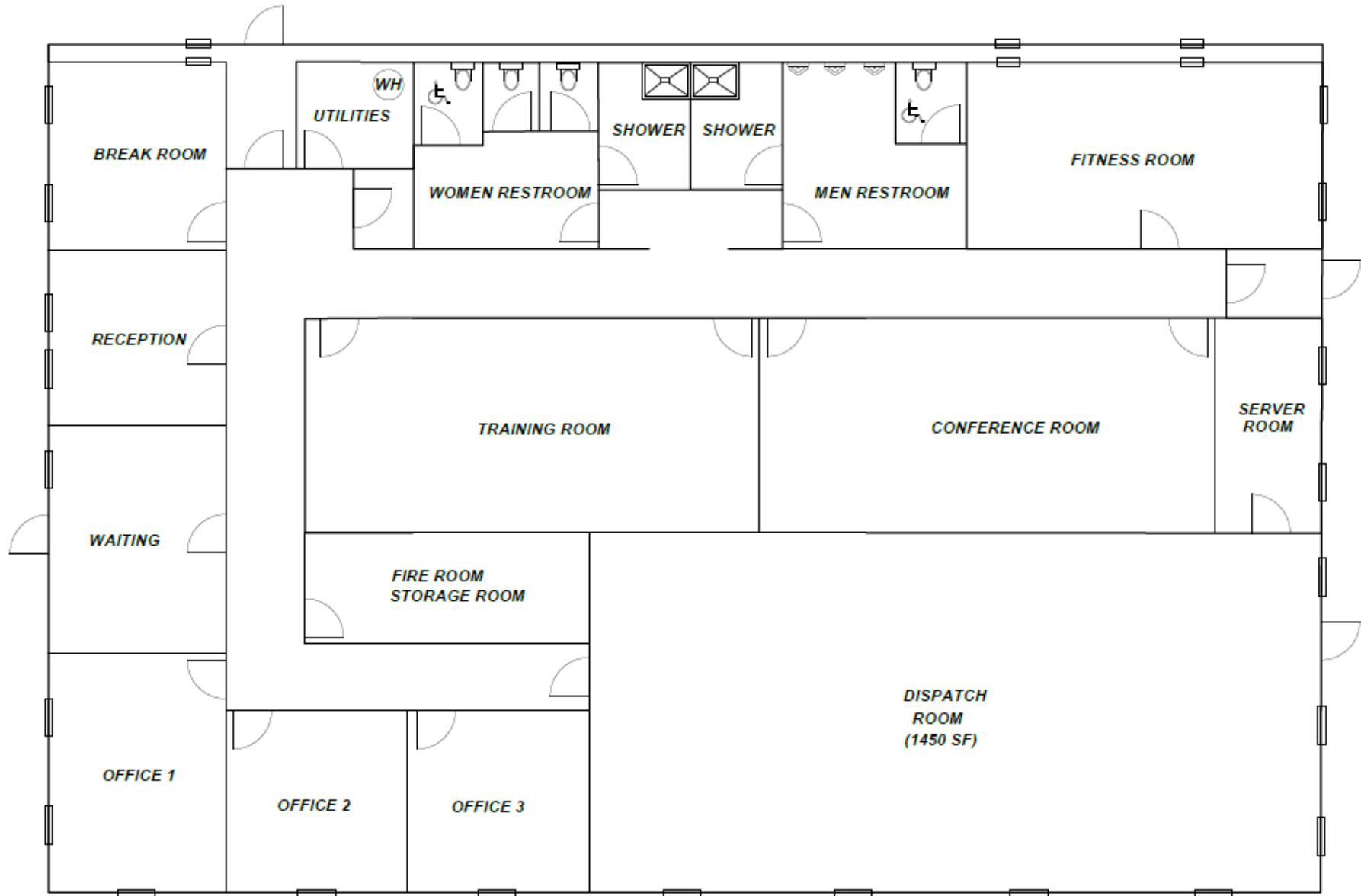
3. Utility Establishment Cost Estimate
  4. Backup Generator Cost Estimate
  5. Fire Suppression System Cost Estimate
  6. Optional- Security Infrastructure Cost Estimate
- c. Sales tax of 6% shall apply to the total of goods purchased.
  - d. Sales tax of 6% shall apply to any labor hours for work completed on the Navajo Nation.
  - e. It is the responsibility of the proposer to document potential variability for the course of this solicitation forecast fluctuations that will impact your budgeting assumptions and mitigate any cost for shortfalls for this business model once the cost proposals have been agreed to for this solicitation.
  - f. Selected vendor shall warranty hardware and labor for a period of five years from date of customer acceptance, or beneficial use and occupancy, whichever occurs first.
  - g. Warranty shall cover all components and include the cost of all labor, parts, shipping, and transportation.

**3. Modular Unit(s) Specifications**

- a. Supplier shall provide two (2) modular office trailers to serve as PSAP for the NDPS.
  1. Quantity 2- 110' X 64' modular trailers.
  2. Desired features include:
    - Dispatch room (size desired, 1450sf)
    - Server room
    - 3 offices
    - 1 Reception area
    - 1 Waiting room area
    - Men's bathroom with shower
    - Women's bathroom with shower
    - Training room
    - Conference room
    - Kitchen/breakroom
    - Fitness room
  3. Proposed Modular Building Layout on next page.
- b. Supplier shall ensure there are wall-mounted electrical outlets in the reception area, waiting area, training rooms, breakrooms, fitness rooms, and conference rooms for wall mounted display, ¾ inch plywood shall be installed at these locations. Each wall should be reinforced to allow for wall-mounted displays. Supplier will work with customer to identify locations.
- c. The supplier shall provide ramps and stairs to access modular office entryways.
  1. Ramps shall be American Disabilities Act (ADA) compliant.
  2. Ramps and stairs shall be designed, fabricated, installed, securely fastened, and painted to eliminate rust.

- d. Supplier shall design, purchase, and install air conditioning units and electric furnaces for each modular building. \*Note\* The server room in each modular unit shall be designed to have its own dedicated air conditioning unit and thermostat.
- e. Supplier shall ensure there are adequate electrical outlets in each room and ensure GFCI outlets are used in areas where the outlet may be near a water source.
- f. Supplier shall ensure break room area has sufficient electrical outlets for appliances ensure plumbing hookups for appliances are pre-designed and fabricated into modular so no cutting will be needed after appliances are installed.
- g. Supplier shall ensure the Dispatch room within the Modular Building Facility includes an acoustic treatment that provides an acoustic setting where speech is clear and concise allowing voice intelligibility to be heard and the respondents to process the calls efficiently. The treatment will include sound absorbing material for walls, floors, and ceilings as recommended by the authoritative jurisdiction of the Navajo Nation Police Department.
- h. Selected vendor will ensure product delivery to, and installation at, designated PSAP sites in Kayenta, AZ and Ya-Ta-Hey, NM based on NDPS timeline.
- i. To allow for Fire Suppression Equipment installation in dispatch area of the modular, supplier shall ensure ceiling of modular unit is installed **until after** modular in set on the foundation.
- j. **OPTIONAL MODULAR FEATURES-** Supplier must bid as separate line item.
  - 1. Bullet Proof Glass Option- Bullet Proof Glass shall be used for all window areas located on or within the modular building facility, including the reception window area. The bullet proof glass and associate framing will adhere to the applicable standard for this jurisdiction as recommended by the Navajo Nation Police Department. (Please include pricing separately)
  - 2. Furnishings- All Modular Building Appliances Option- The Modular Building will utilize kitchen-type appliances for commercial personnel type usage and adhere to Energy Star compliance, ADA compliant, UFAS compliant, NSF, and Made in America branding. Appliance equipment shall be comprised of the following: Refrigerator, Dishwasher, Stove/Oven and Microwave. Appliances shall be electrically operated and be of standard dimensions for stand-alone (free-standing) functionality. Appliances should be basic and from the same manufacturer and match in color and to the surrounding area. (Please include pricing separately)

# ***MODULAR BUILDING 110' X 64'***



#### 4. Site Preparation Specifications

- a. Supplier shall prepare each site for the modular units. Site preparation includes:
  1. Clearing and leveling sites for modular units.
  2. Modular foundation design.
  3. Modular foundation construction.
  4. Securing modular office trailers to foundation.
- b. Supplier shall design and build parking lots at each modular site, as needed. Supplier shall ensure parking lot ground is compacted with crushed asphalt, parking bumpers installed, and ensuring parking is set up for safe parking.
  1. Kayenta site may already have established parking for existing buildings.
  2. Yah-ta-hey site will require extensive build-out, as the site is new and unestablished.
- c. Supplier shall design and pour sidewalks for safe access into modular offices. Sidewalks shall allow access to stairs and ramps.
- d. Supplier shall ensure a temporary security fence is installed around the building site during construction.
- e. **OPTIONAL SITE PREPARATION SPECIFICATIONS**- Supplier must bid as separate line item.
  1. Parking Lot and Exterior Lighting Option- Supplier shall design and install parking lot lighting. Lighting shall be adequate to light up the parking lot and lighting should be placed at the entryways and exits of the modular office buildings. Exterior fixtures to have translucent vandal-resistant housing with corrosion resistant metal housing, high-pressure sodium, or metal-halide type, securely attached to building structure adjacent to all exterior doors and as otherwise required to provide minimum overall average illumination complying with IES recommendations for exterior walkways.

#### 5. Utility Establishment Specifications

- a. Supplier shall be responsible for having two modular office trailers ready for utility hookups (water, sewer, electric).
  1. At the Kayenta, AZ site, the supplier shall be responsible for having modular trailer ready for water, electric, and sewer tie-in by the Navajo Tribal Utility Authority.
  2. At Yah-ta-hey, NM site, supplier shall be responsible for having water and utility connections ready for hook up to City of Gallup system.
- b. Septic System Specifications. Supplier shall design and install a septic system for modular unit at the Yah-ta-hey, NM site.
- c. Modular Electrical Specifications. Supplier to ensure the following specifications are met.
  1. General Electrical Specifications
    - Design, supply and install the electric system to include all conduits, raceways,

wiring, distribution panels with overload protection, power outlets (interior and exterior), disconnects, accessories and all other requirements for fully functional system serving all required systems in the building.

- Shall consider the safety of the occupants and expansion of future electrical needs in the design.
  - Ensure to provide outlet boxes, raceways, and conduit stub outs to ceiling for the following:
    - Desktop computers in offices, training rooms, conference rooms, reception area and fitness room
    - Surveillance cameras
    - Building Access controls
    - Fire Suppression System
  - Floor boxes for PSAP equipment to 7 workstations in the dispatch room (Locations and design to be determined).
  - Provide 2 wall mounted receptacles in Training Room for wall mounted display(s).
  - All branch circuits (excluding lighting circuits) for Dispatch Room will require a dedicated interior, wall mounted, load center.
  - All power and lighting circuits for Server Room will require a dedicated interior, wall mounted, load center.
  - Provide record drawings as required herein. Such drawings shall fully represent installed conditions including actual location of outlets, true panelboard connections following phase balancing routines, correct conduit, and wire sizing, as well as routing, revised fixture schedule listing the manufacturer and products installed, and revised panel schedules.
2. Raceways Specifications-
- The minimum conduit size for in-wall and underground applications shall be 0.75 inch. Home run conduits shall be sized to maximum 30 percent fill.
  - Electrical metallic tubing may be used for electrical feeders, interior power and lighting branch circuits, and low-tension telephone and signal distribution system where run concealed above suspended ceilings, in concrete slabs not in contact with earth, in stud walls, furred spaces, and crawl spaces. All fittings and connectors shall be galvanized steel.
  - Flexible metallic conduit may be used in dry locations for connections from adjacent outlet boxes to motors, transformers, vibrating equipment and machinery, and to lighting fixtures installed in suspended ceilings; minimum sizes shall be 3/8 inch for lighting fixtures and control wiring and 1/2 inch for motor and transformer connections.
  - Conduits and floor boxes for PSAP equipment to 7 workstations in the dispatch room (Locations and design to be determined)
  - Moisture protection required for waterproofing of conduit penetrations through walls and roof. This includes membrane clamps, sheet metal flashing, caulking and sealants, and vapor barriers.
3. Wire and Cable Specifications
- Provide insulated copper conductors for all wires and cables. Use stranded conductors for wire size #8 and greater.
  - Provide minimum AWG #12 for all power and lighting branch circuits. Provide

#10

- Neutral conductor for circuits where two (2) or more phase conductors share a neutral.
  - Use NEC Type THW, THWN, or Type XHHW for feeders and branch circuits in wet or dry locations. Use NEC type THHN for branch circuits in dry locations.
  - Metal Clad cable shall be an armored assembly of two or more dual rated THHN/THWN conductors and a full sized green insulated ground wire. All conductors shall be stranded. Conductors shall be color-coded for the correct phase and voltage as specified herein. Connectors shall be of the single screw clamp variety with steel or cast malleable iron bodies and threaded male hubs with insulated throats. Fittings shall be UL listed for use with MC cable type specified.
4. Outlet, Pull, and Junction Boxes Specifications
- Four-inch (4") square by 2-1/8-inch minimum sheet metal boxes for interior use.
  - Two-inch (2") wide by three-inch (3") long steel switch boxes, ganged together for multiple switches.
  - Cast outlet or device boxes for outdoor locations.
  - Provide 20-amp receptacles, 125-volt, duplex, commercial grade, grounding type convenience outlets.
  - Provide 20-amp GFCI receptacles in bathrooms, kitchens, and exterior locations where required by code.
  - Cabinets and Enclosures: Construction shall be code gauge galvanized steel with standard concentric knockouts for conduit terminations. Cabinet shall be NEMA 250. Standard gray baked enamel finish. Continuous hinged steel door, lockable, and keyed to match panelboard locks.
5. Grounding Specifications
- Provide for the grounding and bonding of all electrical and communication apparatus, machinery, appliances, building components, fittings, and accessories where required to provide a permanent, continuous, low impedance, grounded electrical system.
  - Ground the electrical service system neutral at service entrance equipment.
  - The complete electrical installation including the neutral conductor, metallic conduits and raceways, boxes, cabinets, and equipment shall be completely and effectively grounded in accordance with all code requirements.
  - Exothermic welds shall be used for cable-to-cable and cable-to-ground rod and for cable to structural steel surfaces.
  - Ground conductor shall be code size Type THW/THWN insulated copper wire, green in color.
  - An insulated ground conductor shall be installed in all feeders and branch circuit wiring runs.
6. Identification
- Nameplates.
  - Receptacle labels with panel and circuit designations using stick-on tape.
  - Panelboard directories (400 amp or less):
    - Six-inch by eight-inch (6" x 8") circuit directory card with frame and clear plastic covering shall be provided inside the inner panel door.
    - Circuit numbering.



- Wire and terminal markers.
7. Components Specification
- Switchboards and Distribution Boards
    - Copper bus and ground bus.
    - NEMA 3R for exterior applications (main switchboard), NEMA 1 for interior applications.
  - Disconnect switches shall be NEMA heavy duty type switch with dead front construction, 240 or 600 VAC rated as applicable, with NEMA 1 enclosure for indoor use and NEMA 3R enclosure for outdoor use.
  - Breakers shall have toggle, quick make, and quick break operating mechanisms with trip-free feature to prevent contacts being held closed against overcurrent conditions in the circuit.
  - Panelboards
    - Copper bus and ground bus.
    - 10,000 AIC minimum rating for 120/208-volt panels.
    - 14,000 AIC minimum rating for 277/480-volt panels.
    - Door-in-door construction.
    - 100 percent neutral bus for 120/208-volt panels.
    - Provide minimum of ten (10) spare breakers or provisions for future breakers in all branch circuit panelboards.
8. Lighting Specifications
- Design and install lighting in accordance with ASHRAE 90.1-2022 and the IECC for energy saving. Variable lighting solutions may be selected based on the space function within the building.
  - Selected and spaced interior fixtures to provide minimum overall average illumination of 50-foot candles at desk level (30 inches above floor elevation) and comply with IES recommendations for classroom interiors otherwise.
  - All lighting circuits for Dispatch Room will require a dedicated interior, wall-mounted, load center.

## 6. Generator Specifications

### a. Generator Specifications

1. The following technical specification describes the requirements for a new emergency power system to supply electric power in the event of failure of the normal power supply. Two standby generators are to be furnished by the Vendor and will be connected to the existing Emergency Distribution Panels.
2. The successful vendor/contractor to provide all labor, materials, and equipment to furnish, install, and place in operation the emergency power generation system in accordance with the contract documents and manufacturer's drawings and installation instructions. To accomplish this scope of work coordination must exist between the Packaged Engine Generator Vendor, the electrical contractor, the UPS contractor and the Automatic transfer Switch field representative. The entire system shall be listed for Emergency Operation and shall be installed per NFPA 110.
3. Generator Quality Assurance
  - Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
  - Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200

miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.

- Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - Comply with ASME B15.1.
  - Comply with NFPA 37.
  - Comply with NFPA 70.
  - Comply with NFPA 99.
  - Comply with NFPA 110 requirements for Level 1 emergency power supply system.
  - Comply with UL 2200.
  - Engine Exhaust Emissions: Comply with applicable state and local government requirements.
  - NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
  - System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
  - Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
4. Environmental Conditions
- Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
    - Ambient Temperature: -10 to 105 deg F
    - Relative Humidity: 0 to 95 percent.
    - Altitude: 5600 feet (for installations in Kayenta, AZ).6500 feet (for installations in Yah-ta-hey, NM).
5. Engine-Generator Set
- Factory-assembled and -tested, engine-generator set.
  - Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
  - Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.
  - Governor: Adjustable isochronous, with speed sensing.
  - Vandal-resistant, weatherproof steel housing, wind resistant up to 100 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
  - Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 100 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
  - Vibration Isolation Devices: Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded

with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.

- Capacities and Characteristics:
    - Power Output Ratings: Nominal ratings as indicated.
    - Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components.
  - Generator-Set Performance:
    - Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
    - Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
    - Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
    - Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
    - Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
    - Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
    - Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
    - Start Time: Comply with NFPA 110, Type 10, system requirements.
  - Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing. Provide manufacturer's Installation checklist and Startup checklist completed and signed by the service representative, prior to beginning the (Functional Performance Test) Commissioning.
6. Generator, Exciter, and Voltage Regulator
- Comply with NEMA MG 1.
  - Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
  - Electrical Insulation: Class H or Class F.
  - Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at

- 110 percent of rated capacity.
  - Enclosure: Drip proof.
  - Instrument Transformers: Mounted within generator enclosure.
  - Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
7. Training
- Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.
- b. Automatic Transfer Switch
1. The Automatic Transfer Switch (ATS) shall be designed, manufactured, and tested in accordance with the latest applicable requirements of applicable ANSI, IEEE, NFPA, UL and NEMA standards.
  2. The ATS shall meet all NFPA 70 requirements and UL 1008 listing for use as service entrance and utilize a multi-section switchboard construction including a service equipment section containing service disconnect circuit breaker, grounding, and bonding provisions for both the normal source and emergency source.
  3. The ATS shall be designed for continuous duty repetitive transfer of full rated current between the power sources under the environmental conditions.
  4. The ATS shall provide long-time, short-time, instantaneous, and ground-fault protection functions for incoming service on both the normal and emergency feed sides of the switch.
  5. All phase and ground bus and power conductors shall be copper; aluminum bus is not acceptable.
  6. The enclosure shall have provisions for padlocking.
  7. The control panel shall be front mounted and shall contain a "Transfer Test" switch or button, a panel indication for "load connected to normal" and a panel indication for "load connected to emergency".
  8. Adjustable time delays for transfer and retransfer shall be 0 - 5 second for transfer to emergency source upon loss of normal source and 1 - 30 minutes for retransfer to normal upon continuous return of the normal source.
  9. Diagnostic readout panels which are visible with the enclosure doors closed shall have a hinged sunshield to protect against blowing dust and sand, and intense sunlight.
  10. The final dry film thickness of all painted surfaces shall not be less than 5 mils.
  11. Dimensional outline drawings necessary for installation, electrical schematics, and internal and external connection diagrams shall be furnished to the Buyer within two weeks after receipt of order.
  12. The transfer switch shall be furnished complete with the required number of copies of the complete installation, operation, and maintenance manual; with one set shipped in the equipment.
- c. Uninterruptable Power Supply System (UPS)
1. Vendor will provide a complete UPS system, including any accessory equipment for use in operation or maintenance of the system.
  2. The UPS system will supply power to an ac bus that supplies loads, such as computers, controls, fire protection, alarms, communication equipment, and

recorders, that cannot tolerate even a momentary loss of ac power.

3. Quality Assurance:

- Comply with IEEE 446 Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications.
- Comply with NEMA ICS 2 Standards for Industrial Control Devices, Controllers, and Assemblies.
- Comply with NEMA ICS 6 Enclosures for Industrial Controls and Systems.
- Comply with NEMA PE 1 Uninterruptible Power Systems.
- Comply with NEMA PE 5 Constant Potential Type Electric Utility (Semi-conductor Static Converter) Battery Chargers.
- Comply with NFPA 70 National Electrical Codes Art. 480 Storage Batteries.
- Comply with NFPA 111 Stored Electrical Energy Emergency and Standby Power Systems.
- Comply with UL 44 Rubber Insulated Wire and Cable.
- Comply with UL 1561 Dry-Type Transformers.
- Comply with UL 1778 Uninterruptible Power Systems.

4. Characteristics and Performance

- The inverter shall continuously supply power to the critical load. The power factor corrected (PFC) rectifier shall derive power from the utility AC source and supply DC power to the inverter.
- The static bypass transfer switch shall be used to transfer the load to the bypass without interruption to the critical power load. This shall be accomplished by turning the inverter off. Automatic re-transfer or forward transfer of the load shall be accomplished by turning the inverter on.
- Upon failure of the utility AC power source, the critical load shall be supplied by the inverter, which, without any interruption, shall obtain its power from the battery.
- Maintenance Bypass/Test Mode: A manual make-before-break internal maintenance bypass switch shall be provided to isolate the UPS inverter output and static bypass transfer switch for maintenance. This shall allow the UPS to be tested or repaired without affecting load operation.
- The UPS inverter output shall be derived from a Pulse Width Modulated (PWM) IGBT inverter design. The inverter assembly shall be constructed as a modular assembly to facilitate rapid maintenance.
- Rectifier: Incoming AC power shall be converted to a regulated DC output voltage by an IGBT (insulated gate bipolar transistor) power factor corrected (PFC) rectifier. The rectifier shall provide high quality DC power to charge the batteries and power the inverter.
- The power factor corrected (PFC) rectifier shall produce a sinusoidal input AC current on each phase with low harmonic content, limiting THD on the UPS input to below 3%. This shall eliminate the requirement for an input filter.
- The UPS will include a standard easy to use control and indicator panel. Included will be a backlit, color graphic animated LCD display and LED indicators. The UPS panel will include UPS "ON" and UPS "OFF" pushbuttons that will permit the user to safely command the UPS on or off without risk of load loss.
- On/Off Switch: The UPS shall provide the ON and OFF buttons to start and stop the inverter. The switch shall provide a built-in time delay to eliminate

the risk of inadvertent operation (additional confirmation is requested). It is possible to remotely activate the OFF function via an isolated dry contact to create an emergency power off function.

- The UPS shall provide an audible alarm that can be stopped using the user interface. If a new alarm is sensed after the original alarm has been silenced, it will reactivate the audible alarm
  - Emergency Power Off (EPO): The UPS shall be equipped with a local emergency power off button and dry contact input that can be used to command UPS shut down remotely.
5. Training
- Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

## 7. Fire Suppression System Specifications

- a. Supplier shall provide design, furnish materials and equipment, and install fire suppression system for modular buildings. Design and installation to strictly comply with National Fire Protection Association (NFPA) standard 2001, 70, and 72.
- b. Supplier will provide all supervision, safety oversight, and manpower to furnish and install a complete fire suppression system per design and contract documents.
- c. Supplier shall ensure fire suppression system will include, but not limited to, furnish and install piping, valves, fittings, hangers and supports, spot smoke detectors, notification devices, addressable fire alarm control panels, initiation devices, pull tabs, clean agent suppressant, and testing to provide a complete system per design and contract.
- d. Supplier will ensure suppressant equipment and devices are approved by Factory Manual (FM) and listed by Underwriters Laboratories (UL) for Class A, B, and C Fires.
- e. Supplier shall ensure fire suppression system is installed **after** the modular has been put into position and secured. Supplier shall ensure quality installations meet industry standards, federal, state and local codes.
- f. Supplier shall work with Modular supplier to ensure fire suppression system is accounted for in the design of the roof of the modular building so no discrepancies arise after the suppression system is installed.
- g. Supplier shall provide all drawings, manuals, and a BOM list for installed fire suppression systems, and identify a preventative maintenance plan to test system. All aspects of the system operation and maintenance shall be detailed, including piping isometrics, wiring diagrams of all circuits, a written description of the system design, sequence of operation and drawing(s) illustrating control logic and equipment used in the system.
- h. Supplier shall engage factory-authorized service representatives to train Owner's maintenance personnel adjust, operate, and maintain fire suppression systems.
- i. The entire system shall be checked out, inspected and functionally testing shall be performed by qualified, trained personnel, in accordance to manufacturer's recommended procedures and NFPA standards prior to turning over the system to Owner. Supplier shall submit step-by-step description of all tests to be performed and shall indicate the type and location of test apparatus to be employed. All test shall be conducted in the presence of the owner and shall not be conducted until the Test Plan is approved.
- j. Supplier shall engage factory-authorized service representatives to train Owner's

maintenance personnel adjust, operate, and maintain fire suppression systems. Training sessions shall include system Control Panel operation, manual and abort (if system comes with function) functions, trouble procedures, supervisory procedures, auxiliary functions, and emergency procedures.

8. **OPTIONAL SECURITY INFRASTRUCTURE** (Please include pricing separately)

a. Video Surveillance Specifications

1. Install surveillance cameras capturing the totality of the dispatch room (include audio as an option capable of maintaining 3 months of data before purging)
2. Install surveillance cameras capturing internal and external Access Points
  - Entry Gate
  - Parking lot
  - Building
3. Install surveillance cameras capturing the surrounding perimeter.
  - All outdoor cameras should be weatherproof and impact proof.
4. Centralized monitoring and management platform for real-time surveillance and access control (with 3 months of data before purging)

b. Access Control System Specifications

1. Implementation of an access control system to regulate the entry and exit of gates and facilities.
2. Implementation of access control system to regulate entry and exit into server and electrical room.
3. Integration of camera surveillance and access control systems for a seamless operation
4. Must include alternate access and manual bypass exit in the event of power failure.

c. Security Perimeter Fencing Specifications

1. Security Perimeter Fencing/Gate Specifications (Please include pricing separately)
  - Design and Install 6-foot high perimeter fencing with barbed wire. (approximately 1200 ft in Ya-Ta-Hey, NM and 700 ft in Kayenta, AZ )
  - Install a pedestrian walk-through gate with key code access.
  - Install a 24-foot wide by 6-foot high traffic slide gate designed and built for high-volume cycles
  - Install at-gate voice control box and wireless entry system
  - Install pull-up to open/exit system with appropriate trailer safety feature
  - The gate's motors should include a backup battery with a heater
  - Must include alternate access and manual bypass exit in the event of power failure

d. Maintenance and Support

1. Provide and describe the ongoing maintenance plan for critical equipment; including response times for service requests and support availability.
2. Selected vendor will demonstrate, confirm, and provide testing compliance documentation of the operational status of all hardware and controls to designated NDPS personnel before acceptance of work completion. In addition, a

Bill Of Material (BOM) listing of all critical hardware installed shall be provided for future replacement or stocking considerations. Applicable drawings, schematics, preventive maintenance plan, etc., shall also be provided. All material shall be in an electronic and binder/paper format.

e. Training

1. Provide and describe training program with applicable documentation for staff, including duration and content of training sessions.

9. **Alternate Solutions and Options**

If you have a solution, or an option, that you would like to recommend that does not quite fit into any of the Desired Features listed above please feel free to include information about the solution or option, as well as an explanation of why you feel it is a “must have” moving forward. Please provide pricing as you would for all other aspects of the response, but outline it in a separate section as an add-on or option.



# **EXHIBIT B**

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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><b>Note:</b> 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 <b>not</b> 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><b>4</b> 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><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>
	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>
	<p><b>7</b> 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.

<b>Social security number</b>																					
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	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](http://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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: TIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

# EXHIBIT C

**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.

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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

# **EXHIBIT D**

**Sample Contract**

**Do not fill out**

**FORM 1 (ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT BETWEEN THE  
NAVAJO NATION  
AND**

\_\_\_\_\_  
*Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)*

\_\_\_\_\_  
*Consultant's physical address, state and zip code*

\_\_\_\_\_  
*Consultant's telephone number*

CONTRACT NO: \_\_\_\_\_

FOR THE PERIOD: BEGINNING \_\_\_\_\_  
ENDING \_\_\_\_\_

**PAYMENTS TO BE MADE FROM:**

Account: \_\_\_\_\_ - \_\_\_\_\_ Fees: \$ \_\_\_\_\_

Account: \_\_\_\_\_ - \_\_\_\_\_ Expenses: \$ \_\_\_\_\_

Account: \_\_\_\_\_ - \_\_\_\_\_ Taxes: \$ \_\_\_\_\_

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ \_\_\_\_\_

**UNDER THE TERMS AND CONDITIONS OUTLINED IN:**

ATTACHMENT A – Mutual Promises and Agreements

ATTACHMENT B – Scope of Work

**EXHIBITS:**

EXHIBIT A – Accounting Codes and Budget

EXHIBIT B – Consultant Credentials EXHIBIT C

– Certificate of Insurance

EXHIBIT D – \_\_\_\_\_

EXHIBIT E – \_\_\_\_\_

Employer's Identification No.: \_\_\_\_\_

Or \_\_\_\_\_  
*this number must match Form W-9*

Consultant's Social Security No.: \_\_\_\_\_

## SERVICES CONTRACT

### ATTACHMENT A – Mutual Promises and Agreements

This Services Contract (“Contract”) is made and entered into by and between the Navajo Nation, hereinafter called the “**NATION**” and \_\_\_\_\_, hereinafter called the “**CONSULTANT**.” Collectively, the **NATION** and the **CONSULTANT** are the “**PARTIES**.” The **PARTIES** agree as follows:

1. **Contract Term.** The **NATION** agrees to use the non-exclusive services of the **CONSULTANT** beginning \_\_\_\_\_, and ending \_\_\_\_\_.
2. **Documents Constituting the Contract.** The following are to be considered collectively as one agreement/contract and the term Contract whenever used herein shall be deemed to include all such documents:
  - this ATTACHMENT A – Mutual Promises and Agreements;
  - ATTACHMENT B – Scope of Work (“Scope of Work”);
  - EXHIBIT A – Accounting Codes and Budget;
  - EXHIBIT B – Consultant Credentials;
  - EXHIBIT C – Certificate of Insurance; and (where applicable)
  - EXHIBIT D – \_\_\_\_\_; and
  - EXHIBIT E – \_\_\_\_\_.
3. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in **ATTACHMENT B – Scope of Work**. Any changes to the Scope of Work must be agreed to by the **PARTIES** through a formal Modification of the Contract pursuant to Paragraph 14 below.
4. **Compensation.** The **NATION** agrees to compensate the **CONSULTANT** for services performed under this Contract by paying a sum not to exceed \$ \_\_\_\_\_, as per **EXHIBIT A – Accounting Codes and Budget**, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18 below, for work performed within the territorial jurisdiction of the **NATION**.
5. **Authorized Representative.** The **CONSULTANT** shall work with the \_\_\_\_\_ (*Contracting Program*), and its Authorized Representative, \_\_\_\_\_, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the **CONSULTANT**. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
6. **Contract Number.** Contract Number C- \_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the **CONSULTANT** to the **NATION** for payment.
7. **Availability of Funds.** The liability of the **NATION** under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. § 223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
8. **Travel Expenses.** The **PARTIES** recognize that the **CONSULTANT** may incur reasonable travel expenses in connection with providing services to the **NATION**. For said travel expenses to be eligible for reimbursement

hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.

9. **Consultant is an Independent Contractor.** Neither **CONSULTANT** nor its employees are, or shall be deemed, **NATION** employees. In its capacity as an independent contractor, **CONSULTANT** agrees and represents, and the **NATION** agrees, that **CONSULTANT**: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any **NATION** employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between **CONSULTANT** or any of its employees and the **NATION**. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The **CONSULTANT** is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.
10. **The Nation's Ownership of Work Product.** The product(s) and title of the **CONSULTANT'S** work and services under this Contract shall be and will remain the property of the **NATION**. The **NATION** may use the work product for any purpose without prior approval or additional payment.
11. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The **CONSULTANT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the **CONSULTANT** that is related to the performance of this Contract; and **CONSULTANT** further agrees that the **NATION** may, at reasonable times and places, inspect and audit the **CONSULTANT'S** books and records to the extent that such books and records relate to the performance of this Contract. The **CONSULTANT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, **CONSULTANT** agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the **CONSULTANT'S** final payment under this Contract.
12. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

*Insert the **NATION'S** and the **CONSULTANT'S** contact and contact information:*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

---

**NOTE:** The final invoice will be due within thirty (30) days after the Contract ends.

13. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. § 551 *et seq.*
14. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. § 223(F).
15. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
16. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
17. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. § 3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600 *et seq.*, the Navajo Uniform Commercial Code, 5A N.N.C. § 1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
18. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
19. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. § 150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial

jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To’Nanees’Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The **NATION** shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The **CONSULTANT** is solely responsible for the payment of all applicable taxes.

20. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
21. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515, within five (5) days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**. The failure to fully comply with this provision shall render this Contract null and void.
22. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT’S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

#### SIGNATURES OF THE CONTRACT

**For the Consultant:**

**For the Navajo Nation:**



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

**SERVICES CONTRACT**

**ATTACHMENT B – Scope of Work (include timeframe)**

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

**ACCOUNTING CODES**

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____

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**ATTACH A DETAILED BUDGET TO THIS EXHIBIT**

*The detailed budget total must match the totals above and the totals on Page 1 of the Contract.*

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Consider using the SAMPLE FORMULAS below:

\_\_\_\_\_ – **Cost Estimate – Fees**  
\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours outside the Navajo Nation: \$ \_\_\_\_\_  
\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours within the Navajo Nation: \$ \_\_\_\_\_  
\_\_\_\_\_ Percent Navajo Nation tax on fees for work within the Navajo Nation: \$ \_\_\_\_\_  
Total Fees: \$ \_\_\_\_\_

\_\_\_\_\_ – **Cost Estimate – Fees**  
Travel ( \_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile): \$ \_\_\_\_\_  
Meals ( \_\_\_\_\_ meals x \$ \_\_\_\_\_ per meal): \$ \_\_\_\_\_  
Lodging (\$ \_\_\_\_\_ per night x \_\_\_\_\_ required overnight stays): \$ \_\_\_\_\_  
Airfare (\$ \_\_\_\_\_ per trip x \_\_\_\_\_ trips): \$ \_\_\_\_\_  
Materials, supplies, and goods (list each item and associated cost): \$ \_\_\_\_\_

Total Expenses: \$ \_\_\_\_\_

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

FIRM NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_  
\_\_\_\_\_

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed memorandum indicating that the attached Certificate of Insurance meets RMP's minimum insurance requirements.

# EXHIBIT E

Evaluator:	
Bidder:	

Bidder Proposal: Evaluation Process

**(0-1) Low    (2-3) Med    (4-5) High**

<u>Category</u>	<u>Criteria</u>	<u>Score (0-5)</u>	<u>Weight</u>	<u>Weighted Score</u>	<u>Comments</u>
Proposal Requirements	(3.c) Exterior of delivery method, business name visible. (3.d) 3 copies of proposal, 1 USB (3.e) Clarity of Content.	5	3	15	
Contents of Proposal	(4.a) Proposal signed by authorized party (4.b) W-9 Form (4.c) Debarment and Suspension (4.d) Mechanism of Status Reporting (4.e) Taxable Business Home-base	5	5	25	
Contents of Proposal	(4.f) Experience of signer(s)', and primary and secondary representatives providing the scope of services described in RFP – Exhibit A. Allocation of percentage of time each persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.g) Quality of references that provide demonstrated success on similar projects. References that are tribal governmental entities are preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.h) Experience in previous projects with similar circumstances. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.i) Navajo Nation specific experience on projects that are similar to the Project described in RFP - Exhibit A	5	40	200	
Contents of Proposal	(4.j) Key Staff experience, education, licensures, certifications. Allocation of percentage of time each persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	10	50	



Contents of Proposal	(4.k) Quality Assurance/Control Methods to assure successful completion of Project. Proposers must establish that they will meet the Project completion date identified in RFP – Exhibit A and that they will make every effort to identify and successfully complete critical path items as well as plan ahead for and mitigate supply chain and other delays, notwithstanding Force Majeure events.	5	40	200	
Contents of Proposal/Terms and Conditions	(4.l & 7.k) Acceptance of terms and conditions of Navajo Nation Contract RFP-Ex D	5	40	200	
Terms and Conditions	(7.f) Compliance with Navajo Nation laws including, but not limited to, Navajo Preference in Employment Act	5	20	100	
Proposal Price	(8.a) Sealed bid included with a clear and definitive bid price. *Note, if there is no sealed bid with clear and definitive bid price the proposal is deemed non-responsive.	5	40	200	
Proposal Price	(8.a) Economical and justifiable bid price for services proposed.	5	40	200	
Business License & Insurance Requirement	(9.a) License on the NN or in the state where services will be provided. (9.b) Insurance coverage provided	5	2	10	
Scope of Work. Section 3 Modular Units-Specs	(1.) Compliance with SOW § 3.a.1 (2.) Compliance with SOW § 3.a.2 (3.) Compliance with SOW § 3.a.3	5	30	150	
Scope of Work. Section 3 Modular Units-electrical, HVAC, ADA	(1.) Compliance with SOW § 3.b (2.) Compliance with SOW § 3.c (3.) Compliance with SOW § 3.d (4.) Compliance with SOW § 3.e	5	20	100	
Scope of Work. Section 3 Modular Units-break room	(1.) Compliance with SOW § 3.f	5	10	50	
Scope of Work. Section 3 Modular Units-Dispatch Room Acoustic	(1.) Compliance with SOW § 3.g	5	40	200	
Scope of Work. Section 3 Modular Units-delivery and installation on NDPS timeline	(1.) Compliance with SOW § 3.h	5	40	200	
Scope of Work. Section 3 Modular Units-Ceiling installed after delivery	(1.) Compliance with SOW § 3.i	5	40	200	

**Proposal Evaluation Form**  
**Scorecard Leased Modular/Land Prep/Utility Establishment**

Exhibit E

RFP:24-01-3204GC

Scope of Work. Section 4 Site Preparation	(1.) Compliance with SOW § 4.a (2.) Compliance with SOW § 4.b (3.) Compliance with SOW § 4.c (4.) Compliance with SOW § 4.d	5	40	200	
Scope of Work. Section 5 Utility Establishment	(1.)Compliance with SOW § 5.a (2.)Compliance with SOW § 5.b (3.)Compliance with SOW § 5.c	5	40	200	
Scope of Work. Section 6 Generator	(1.)Compliance with SOW § 6.a (2.)Compliance with SOW § 6.b (3.)Compliance with SOW § 6.c	5	40	200	
Scope of Work. Section 7 Fire Suppression System	(1.)Compliance with SOW § 7.a (2.)Compliance with SOW § 7.b (3.)Compliance with SOW § 7.c (4.)Compliance with SOW § 7.d (5.)Compliance with SOW § 7.e (6.)Compliance with SOW § 7.f (7.)Compliance with SOW § 7.g (8.)Compliance with SOW § 7.h (9.)Compliance with SOW § 7.i (10.)Compliance with SOW § 7.j	5	40	200	

Scores for the Bidder Proposal portion of the Evaluation Process	Evaluator Final Comments

		<b>Subtotal Score</b>	<b>3200</b>
Evaluator's Name (Signature)			
		Max:	<b>3200</b>
Evaluator's Name (Print)	BIDDER Proposal Score		