NAVAJO NATION
CAPITAL PROJECTS
MANAGEMENT
DEPARTMENT

REQUEST FOR PROPOSAL

(October 29, 2026)

THE **RED VALLEY CHAPTER HOUSE** IS REQUESTING PROPOSALS FOR DESIGN- BUILD (D-B) SERVICES FOR THE RED VALLEY TRANSFER STATION PROJECT, LOCATED IN RED VALLEY, N.M. NAVAJO NATION

Bid Number: 26-09-4306SB

Capital Project Management Department
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I. INTRODUCTION

A. DEFINITION OF TERMS

1. "Project" means the RED VALLEY Transfer Station Project" for which this RFP Package has been prepared and to which this RFP pertains.
2. "CPMD" means the Capital Project Management Department of the Navajo Nation Division of Community Development.
3. "NDOT" means the Navajo Division of Transportation.
4. "Chapter" means the local government for the RED VALLEY Community of the Navajo Nation, and as such is a political subdivision of the Navajo Nation.
5. "Project Manager" means the person with CPMD that is designated and authorized to administer and manage the Procurement for the Project.
6. "Procurement" means the specific procedures and overall process – as governed by the applicable provisions of the Navajo Nation Procurement Act (12 N.N.C. §§301 *et seq.*) and the Navajo Nation Procurement Regulations (adopted by Resolution No. BFD-192-03, dated December 16, 2003) – of issuing the RFP (newspaper advertisement) for the Project; of providing this RFP Package to Interested Parties; of receiving, reviewing, evaluating, and ranking all eligible Proposals submitted; and of ultimately selecting a Contractor for a Contract Award for the Project.
7. "Request for Proposal" or "RFP" refers to the advertisement that appeared on the OOC website.
8. "RFP Package" means this Package for the "RED VALLEY Transfer Station Project," containing all information, terms, conditions, and documents governing the Navajo Nation's Procurement for the Project.
9. "Interested Party" means a person, business, firm, company, or Joint-Venture that is interested in submitting a Proposal for the Project, for consideration by the Navajo Nation.
10. "Joint-Venture" means a group of two or more persons, businesses, firms, entities, or companies that has legally established a general partnership under shared control, for purposes of sharing capital, technology, human resources, risks, and rewards, usually for a particular project or transaction; members of the Joint-Venture shall be equally exposed to full legal liability; a Joint-Venture is created through the legal procedures of creating a memorandum of understanding, a Joint-Venture agreement, any ancillary agreements, and obtaining approval from a state regulatory agency; a Joint-Venture is treated like a partnership for tax purposes.
11. "Proposals" means a statement, document, resume, or package listing all Proposals of an Interested Party to perform the Project, including licensing, certification, education, training, experience, prior projects, and other relevant information pertaining to the Proposals necessary and desired for performance of the Contract for the Project; a Proposals also includes a description of the methods and schedule by which the Interested Party plans to provide the desired Construction Services for the Project; a Proposals shall also include a comprehensive cost statement for the Project as a whole.
12. "Contractor" means a person, business, firm, entity, company, or Joint-Venture that performs the construction services for the Transfer Station Project.
13. "Selected Contractor" means the person/firm ultimately selected by the Navajo Nation for a Contract Award for the Project.

14. "Construction Services" means all services for the Project, which services shall be provided by the Selected Contractor pursuant to one single Contract with the Navajo Nation.
15. "Mandatory" means "must" or "shall" and identifies a required condition or event; failure to comply with a Mandatory directive shall result in this Proposal of a Proposals or a Party.
16. "Selection Committee" means a group of persons established to review, evaluate, and rank all eligible Proposals and Parties, for a Contract Award for the Project.
17. "Determination" means a written decision of the Selection Committee or the Project Manager regarding any aspect of the Procurement for the Project.
18. "Responsible" (as applied to an Interested Party) means having an established reputation and track-record of excellent services and performance, proper education, training, licensing, certification, and/or experience, and full Proposals to satisfactorily perform the Project.
19. "Responsive" (as applied to a Proposals) means having Proposals that are minimally sufficient or adequate to satisfy the Contract performance requirements for the Project; Responsive does not necessarily mean that a particular Proposals will be selected for a Contract Award.
20. "Most qualified" means more than minimally sufficient; more than adequate - i.e., the highest/best of all Proposals or Parties being reviewed, evaluated, and ranked.
21. "Disqualified" means that a Proposals is considered Non-Responsive, and/or that a Party is considered Non-Responsible; "Disqualified" means that a Proposals is considered ineligible for consideration for a Contract Award, and/or a Party is deemed ineligible to receive a Contract Award; all such determinations described in this definition shall be in accordance with Section II.F. herein (AUTHORITY TO INVESTIGATE).
22. "Contract" means a finalized, duly approved and executed, written agreement between the Navajo Nation and the Selected Contractor, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of Construction Services for the Project; the Contract for this Project must be duly processed through the Navajo Nation's §164B Review process before final execution.
23. "§164B Review" means review and approval by the designated or appropriate persons and entities as required by Navajo Nation law (2 N.N.C. §164B).
24. "Contract Award" shall mean a formal award of a Contract by the Navajo Nation for the Project to the Selected Contractor; the Navajo Nation's Office of the Controller issues the Contract Award following the execution of the Contract by the Navajo Nation; a Contract Award shall not occur unless and until the President of the Navajo Nation, or his designee, duly executes the final Contract document following appropriate §164B Review and approval.
25. "D-B" means Design-Build.

B. PURPOSE OF THIS RFP

The Navajo Nation is seeking a qualified Design-Build Firm to enter into a Contract to provide professional Design-Build Services for the RED VALLEY Transfer Station Project. The selected Design-Builder shall be responsible for the design, construction, and completion of the RED VALLEY Transfer Station Project in accordance with all applicable codes, standards, specifications, and contract requirements of the Navajo Nation.

C. PROJECT LOCATION

The Project site is located within the RED VALLEY Chapter community in RED VALLEY, NM. Phone number is (928) 653-5800, for directions.

D. PROJECT MANAGER CONTACT INFORMATION

Inquiries or requests regarding this Procurement should be submitted in writing ONLY to the designated Project Manager shown below - no response shall be made to inquiries and requests submitted to other staff; all responses shall be in writing and shall be distributed to all Interested Parties who are provided this Package.

Rory Jaques, Project Manager
Capital Projects Management Department
roryaj@nndcd.org

II. REQUIREMENTS FOR THIS PROCUREMENT

A. GENERAL REQUIREMENTS

A. CPMD authority. CPMD, as a duly authorized department of the Navajo Nation government, is issuing this RFP Package and conducting this Procurement. CPMD is the only Navajo Nation entity authorized to make copies of this RFP Package, to distribute this RFP Package, to amend this RFP Package, to cancel/withdraw this RFP, and to release any information, clarification, documents, or materials pertaining to the RFP or the Project.

B. Questions about RFP or Project. Before November 9, 2026 (deadline to submit questions) any Interested Parties may send an **e-mail** to the Project Manager, to submit any questions regarding this RFP or the Project; questions submitted by U.S. Postal Mail shall not be collected or considered.

C. Costs of Submission. All costs incurred by Interested Parties in the preparation, reproduction, transmittal, delivery, or presentation of a Proposal, or any other documents or materials submitted in response to this RFP, shall be paid solely by the submitting Parties.

D. A mandatory site visit is required for all interested parties.

C. NAVAJO NATION LAWS & REGULATIONS

All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Procurement for this Project, and shall govern the eligibility of all Interested Parties to be considered or eligible for a Contract Award. Applicable laws and regulations include, *but are not limited to,* the following:

1. Navajo Sovereign Immunity Act, as amended (1 N.N.C. §§551 *et seq.*);
2. Title 2 N.N.C. §§222-223 (Contracts);
3. Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 *et seq.*);
4. Navajo Nation Procurement Act (12 N.N.C. §§301-371);
5. Navajo Nation Procurement Rules and Regulations (adopted by the Budget & Finance Committee of the Navajo Nation Council via Resolution No. BFD-192-03, dated December16, 2003);
6. Navajo Business and Procurement Act (12 N.N.C. §§1501 *et seq.*);
7. Navajo Business Opportunity Act (5 N.N.C. §§201 *et seq.*);

8. Navajo Preference in Employment Act (15 N.N.C. §§601 *et seq.*);

9. Procurement Regulations Section IV(A)(3)(i)

10. All Interested Parties submitting a Cost Proposal and the Selected Contractor shall comply with any and all applicable laws, regulations, policies, funding grant provisions, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project.

D. ACCEPTANCE OF REQUIREMENTS

The submission of all Proposals shall constitute the submitting Party's acknowledgement and acceptance of all requirements and conditions governing this Procurement, including all applicable Navajo Nation laws and regulations as described in Section II.C. herein, and including the Evaluation Criteria set forth in Section VI. herein.

E. OWNERSHIP OF DOCUMENTS

All documents and materials contained in this RFP Package are the property of the Navajo Nation. All documents and materials contained in all submitted Proposal shall be the property of the Navajo Nation and not be returned to the submitting Party unless the RFP is cancelled; all such documents and materials shall be either retained or discarded by CPMD, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act (2 N.N.C. §§81 *et seq.*).

F. AUTHORITY TO INVESTIGATE

The Project Manager, CPMD staff, the Selection Committee, and other Navajo Nation staff as necessary, may make such inquiries and investigations of any persons or entities as necessary and reasonable to determine the Responsibility of any Interested Party, including eligibility for a Contract Award under Navajo Nation or other applicable laws or regulations, and to determine the Responsiveness of any Proposals submitted for the Project. Interested Parties failing to submit any information, documents, or materials requested by CPMD, in a reasonably timely manner, shall be disqualified.

G. SCHEDULE OF RFP ACTIVITIES

- Deadline to Submit RFP Questions — November 9, 2026 @ 5:00 pm
- Deadline for RFP Submittal — November 13, 2026 @ 4:00 pm
- Proposal Opening — November 19, 2026 @ 10:00 am

H. SUBMISSION OF QUESTIONS

Interested Parties may submit to the Project Manager questions regarding the Project or this RFP Package. The identity of any Party submitting question(s) shall not be revealed. All questions must be submitted in writing by email or fax. All responses to written questions shall be distributed via e-mail or fax to all Interested Parties, so Interested Parties should include an e-mail address for receipt of the response.

I. SUBMISSION OF PROPOSALS – DEADLINE

All Proposals submitted for consideration must be received by the Project Manager on or before **4:00 p.m. MDST on November 13, 2026** without exception. Any Proposal received after

this deadline shall be disqualified. The Project Manager staff shall record the exact time and date each Proposal is actually received, and **all Proposals must be submitted to the Project Manager at the place identified on the front page of this RFP Package.**

J. OPENING OF PROPOSALS

All eligible Proposal shall be opened at the CPMD Conference room at the location shown in Section I.D. herein, on **November 19, 2026 at 10:00 a.m.** All eligible Proposals shall be opened in accordance with the Proposal opening procedures of the Navajo Business Opportunity Act ("NBOA") at 5 N.N.C. §205C, and a staff member of the Navajo Nation Business Regulatory Department shall be in attendance at the opening of the Proposals.

K. CONFIDENTIALITY

The contents of all Proposals and related materials shall be kept confidential until CPMD has issued a written notice of a Contract Award to the Selected Contractor. At that time, all Proposals shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

L. SUBCONTRACTORS

The Selected Contractor shall perform all work that may result from this Procurement and all payments under the Contract shall be directly made only to the Selected Contractor. Use of subcontractors, consultants, suppliers, laborers, or other persons or parties identified in the submitted Proposals is permitted, but use of such persons or parties for the Project shall not exceed more than forty-nine (49%) of the total performance under the Contract. **All such other persons or parties must be identified in the Proposals.**

M. SELECTION COMMITTEE & EVALUATION

A Selection Committee of at least four persons shall be established for this Procurement, with the OOC Buyer, the BRD Representative, at least one person from CPMD, and one person from the RED VALLEY Chapter. The Selection Committee shall perform the review, evaluation, and ranking of all eligible Proposals, and shall determine which Proposals are Responsive and which are Non-Responsive; **a Responsive determination by the Selection Committee alone shall not guarantee a Contract Award, rather, the ultimate determination of eligibility for a Contract Award and ultimate selection of an Contractor for a Contract Award shall be in accordance with the Navajo Business Opportunity Act, and other applicable Navajo Nation laws.**

N. ETHICS VIOLATIONS.

The Navajo Nation Ethics in Government Law (2 N.N.C. §3741 *et seq.*) imposes penalties for bribes, gratuities and kickbacks relating to any contract award or the Procurement process, and Interested Parties may be subject to such penalties for engaging in prohibited activity.

III. DESCRIPTION OF SERVICES

A. SCOPE OF WORK

The Selected D-B Contractor shall perform "DESIGN-BUILD" Services for the RED VALLEY Chapter within the designated land tract. This Scope of Work shall include: Construction contract with consultants for project management and construction phase services. To proceed and follow with the Navajo

Nation Capital Project Management Department.

Overview.

The RED VALLEY TRANSFER STATION Project consists of new Transfer Station. The Design Professional(s) will provide full A/E Services in support of the "Owner" for the design of the Red Valley Transfer Station, to be located in Red Valley, New Mexico.

The transfer station shall include, but will not be limited to the loading ramp, control center, necessary utilities to the site, drainage design, bins, site development, retaining walls, dumpsters and compactors.

The "Owner" is requesting full A/E services for the design and specifications (construction documents for site utilities/civil, structural, architectural, mechanical, plumbing, electrical, technology and cost estimating. The facility shall comply with all industry standards and all applicable codes and regulations.

The DESIGN-BUILD will be chosen through a Proposal based selection process with Navajo Preference process. The successful DESIGN-BUILD will enter into agreements with NN-CPMD for the project Negotiated not-to-exceed Design adjustments Phase Services agreement; and Construction Phase Services agreement with a Guaranteed Maximum Price ("GMP")

The successful DESIGN-BUILD will participate in the design adjustment phase and will hold the construction contract for the three primary features; the building facility, site development conditions, and infrastructure. Upon entering into the Construction Phase Service agreement with the Navajo Nation, the DESIGN-BUILD shall assume the risk of project delivery at the GMP and is responsible for construction means and methods. DESIGN-BUILD assumes the risk for all construction at the contracted GMP. Any work not covered by a budget line item must be included in the contingency amount. During the Design Phase, the DESIGN-BUILD may be required to but is not limited to the following: Provide detailed independent cost estimating and knowledge of marketplace conditions; Provide project planning and scheduling. Provide alternate systems evaluation, value engineering and constructible methods. Advise CPMD of ways to gain efficiencies in project delivery; protect the project sensitivity to quality control, safety, and environmental factors. During the Construction Phase the DESIGN-BUILD will be required to complete certain tasks, including but not limited to the following: Coordinate with various Navajo Nation departments, entities, other agencies, utility companies, etc. Schedule and manage site operations; manage all construction related contracts and subcontracts while meeting the Navajo Nation Proposal procurement requirements. Provide Bonding and ensure the construction address all federal, state and Navajo Nation requirements.

Project Description.

The selected DESIGN-BUILD will be responsible for complying with cost estimating, constructability review and Tasks will include, but may not be limited to civil, structural, plumbing, mechanical, electrical, easements and temporary construction easement(s), and staging area(s) throughout the design adjustment process and deliver a GMP Proposal utilizing the 100% construction documents and product specifications. Red Valley Transfer Station Project Construction Documents will be available at the CPMD office at 2296 Window Rock Administration Building #2, 2nd floor, Window Rock, Arizona

A. Description of Work.

1. The Design Professional(s) will provide full A/E services in support of the "OWNER" for the design of one new Red Valley Transfer Station, to be located in Red Valley, New Mexico.

   The transfer station shall include, but will not be limited to, the loading ramp, control center, necessary utilities to the site, drainage design, Bins, site development, retaining walls, , dumpsters and compactors.

   The "OWNER" is requesting full A/E services for the design and specifications (*construction documents for site utilities/civil, structural, architectural, mechanical/plumbing, electrical, technology, (CCTV, Fire Alarm, Access Control), and Fixtures, Furnishings & Equipment.*) and cost estimating. The facilities shall comply with the Uniform Federal Accessibility Standards (UFAS) and applicable industry standards and all applicable codes and regulations.

1. Project Overview

- Project Name: Red Valley Transfer Station A/E
- Project Location: Red Valley, New Mexico
- Owner/Client: Red Valley Chapter / Navajo Nation CPMD
- Project Description: The Client is seeking professional Architectural and Engineering (A/E) services for the design of a new solid waste transfer station for the Red Valley Chapter. The facility will serve as a collection point for community solid waste before transport to a regional landfill. The project includes site development, traffic flow design for public and commercial vehicles, a scale house (if applicable), tipping areas, retaining walls for roll-off dumpsters, and necessary utilities.

2. General Requirements

The A/E Consultant shall provide a complete, coordinated, and fully integrated design. The consultant must ensure compliance with all applicable codes, including Navajo Nation Building Codes, Navajo Nation Environmental Protection Agency (NNEPA) solid waste regulations, and federal standards.

The scope of disciplines includes:

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Overview. The Red Valley Transfer Station Project consists of new transfer station;

And a third-party inspection service to any special inspection requirement to the building, site development, and infrastructure areas.

The DESIGN-BUILD will be chosen through a Proposal based selection process with Navajo Preference process. The successful DESIGN-BUILD will enter into agreements with NN-CPMD for the project Negotiated not-to-exceed Design adjustments Phase Services agreement; and Construction Phase Services agreement with a Guaranteed Maximum Price ("GMP")

The successful DESIGN-BUILD will participate in the design adjustment phase and will hold the construction contract for the three primary features; the building facility, site development conditions, and infrastructure. Upon entering into the Construction Phase Service agreement with the Navajo Nation, the DESIGN-BUILD shall assume the risk of project delivery at the GMP and is responsible for construction means and methods. DESIGN-BUILD assumes the risk for all construction at the contracted GMP. Any work not covered by a budget line item must be included in the contingency amount. During the Design Phase, the DESIGN-BUILD may be required to but is not limited to the following: Provide detailed independent cost estimating and knowledge of marketplace conditions; Provide project planning and scheduling. Provide alternate systems evaluation, value engineering and constructible methods. Advise CPMD of ways to gain efficiencies in project delivery; protect the project sensitivity to quality control, safety, and environmental factors. During the Construction Phase the DESIGN-BUILD will be required to complete certain tasks, including but not limited to the following: Coordinate with various Navajo Nation departments, entities, other agencies, utility companies, etc. Schedule and manage site operations; manage all construction related contracts and subcontracts while meeting the Navajo Nation Proposal procurement requirements. Provide Bonding and ensure the construction address all federal, state and Navajo Nation requirements.

Project Description. The selected DESIGN-BUILD will be responsible for complying with cost estimating, constructability review and Tasks will include, but may not be limited to civil, structural, plumbing, mechanical, electrical, easements and temporary construction easement(s), and staging area(s) throughout the design adjustment process and deliver a GMP Proposal utilizing the 100% construction documents and product specifications. Red Valley Transfer Station Project Construction Documents will be available at the CPMD office at 2296 Window Rock Administration Building #2, 2nd floor, Window Rock, Arizona

A. EARTH CONDITIONS

Dust Control: To prevent unnecessary spread of dust during performance of exterior demolition work, thoroughly moisten surfaces and debris as required to prevent dust a nuisance to the public, neighbors and concurrent performance of other work on the site. Contractor shall be responsible for securing a supply of water in accordance with applicable regulations.

1. In order to control the use of hydrants/watering locations, the accompanying hydrant wrench/permit needs to be registered to a specific individual within the Navajo Nations Water Department authority, with specific vehicle and the company.
2. The contractor will not be required to meter water usage; however, the contractor will be required to maintain a record of all hydrant usage with approximate quantities. The Nations water department will provide a template form to be completed by the Contractor to document hydrant use.
3. Unauthorized use of the fire hydrants/watering locations will not be permitted.

B. MATERIALS

1. Materials needed or required for temporary in the form of barricades, fences, enclosures, etc., may be "used" construction materials of sound condition and reasonable clean. However, the condition of same materials shall meet or exceed the requirements of governing or approving bodies as many be involved with the work.

C. PROJECT EXAMINATION

1. Prior to performance of the actual work, carefully inspect the entire site and structures and locate, and verify with the Project Manager, those structures and objects designated to be demolished and removed and those structures and objects to be preserved.
2. Locate existing exposed and buried active utilities and determine the requirement for their protection, or their dispositions with respect to the demolition work.
3. Contractor must notify the various utility companies when work is to begin so that gas and electric services may be discontinued and all wires and equipment may be disconnected in accordance with the rules and regulations of the utility companies. Contractor shall contact NTUA.

IV. REQUIREMENTS FOR PROPOSAL/PROPOSALS

A. NUMBER OF SUBMISSIONS & COPIES

Each Interested Party must submit one single original Proposal for this Project, with (3) copies thereof. It is the responsibility of the Interested Party to make certain that the person actually receiving the Proposal appropriately records the submission/receipt of the Proposal, with a time/date stamp and initials/signature of the person actually receiving the Proposal. The Original shall be clearly marked as such. The Selection Committee and CPMD will not copy, collate, merge, bind, or otherwise manipulate any Proposals submitted.

B. FORMAT

1. Page limit. Proposals must be type written/printed on standard 8½" x 11" white paper, with printing only on one side of each page. Any single larger sheets (up to a maximum size of 11" x 17") shall be counted as two (2) pages. Each Proposal is limited to a maximum

of twenty (20) pages of text and/or graphic material. Required pages that shall be excluded from the twenty-page limit shall include and shall be limited to:

Front cover (blank on back side)
Cover Letter of Submittal (one page maximum)
Table of Contents (one page maximum)
Divider pages or Tabs (blank except for title information)
Back cover (blank on one side)
Cost Proposal (in separate sealed envelope)

2. Cover Letter of Submittal. All Proposals must be accompanied by a Cover Letter of Submittal that includes the following:
   A. Information clearly identifying the Party submitting the Proposal, i.e., name and physical and mailing address, organizational structure (individual, corporation, partnership, private or public character, profit or non-profit, etc.). If the submitting Party is a Joint-Venture, all identifying information for each individual or entity making up the Joint-Venture must be provided;
   B. The name and title of the person(s) duly authorized to execute a Contract with the Navajo Nation for the Project;
   C. The names, titles, telephone numbers, and email address (es) of person(s) to be contacted for questions regarding the submitted Proposal;
   D. Signature of person(s) listed in Section B.2.b. herein.
3. Table of Contents. This Table should show each part of the Proposal, with a detailed description of each part and corresponding page numbers, to facilitate review by CPMD and the Selection Committee.
4. Organizational Chart. Proposals must contain a chart showing all persons and entities that will be involved in performing the Contract for the Project. This chart must show the roles and responsibilities of all persons and entities.
5. Resume, qualifications, experience. This information should pertain to all persons and entities of the Interested Party, showing all education, training, licenses, certifications, and experience of each.
6. Project listing. Proposals must contain a complete project listing. All projects awarded to the Interested Party by the Navajo Nation, including unfinished projects, must be included. If there are any questions regarding the project listing, please contact the Project Manager for clarification. Projects shall be checked and verified prior to review and evaluation by the Selection Committee.
7. Markings. All submitted Proposals must be sealed separate and the package/envelope must be clearly marked on **'RED VALLEY TRANSFER STATION DESIGN-BUILD"** and must also be marked as "NBOA-Certified Priority One" or "NBOA-Certified Priority Two" as applicable. **Proposals submitted by email, or fax shall be Disqualified.**

PROPOSALS NOT ADHERING TO THE MANDATORY FORMAT MAY, AT THE DISCRETION OF THE SELECTION COMMITTEE, BE DISQUALIFIED

C. PROPRIETARY INFORMATION

Any information included in a Proposal that the submitting Party desires to be treated as confidential must be put onto a separate page, and such page(s) must be clearly marked "proprietary" or "confidential" and must be easily separable from the entirety of the Proposal, in order to facilitate public inspection of the non-confidential portion of the Proposal.

Confidential data is restricted to confidential financial information qualifying as a Party's trade secrets.

D. CORRECTIONS OR AMENDMENTS

If any Party wishes to amend or revise any submitted Proposal, such is permitted so long as a final Proposal is submitted before the date of opening of Proposal set forth in Section II. I. herein; and any amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such.

E. WITHDRAWAL OF PROPOSALS

Any Party may withdraw its Proposal on or before the date of opening of Proposals set forth in Section II. I. herein; a withdrawal must be requested by a writing signed by the duly authorized representative of the withdrawing Party.

V. REQUIRED SUPPORTING DOCUMENTS

A. CERTIFICATE OF GOOD STANDING

The Party submitting a Proposal must be duly registered with an appropriate State Regulatory Agency (if two or more firms/entities jointly submit the Proposal, then such must be registered as a Joint-Venture), and must submit a Certificate of Good Standing from such agency, showing that the Party is duly registered and in good standing with such state agency. Please contact the Business Regulatory Department for more information at (928) 357-6643.

B. REQUIRED LICENSE

The Party submitting a Proposal must also submit proof of formal licensing from a State Licensing Agency, for the following:

Construction GB#

All Proposals not including the Mandatory proof of appropriate licensing shall be disqualified from consideration for a Contract Award for the Project.

C. INSURANCE DOCUMENTATION

The submitting Party must provide documentation of adequate insurance coverage as shown in the Required Insurance Provisions for Navajo Nation Construction Contracts document (see Tab B).

Submitted Proposals must include the required insurance documentation; any Party not providing such documentation may be disqualified – at CPMD or the Navajo Nation's sole discretion.

D. PERFORMANCE BOND & PAYMENT BOND (not required if contract is $50,000 or less)

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

Contract amount, or (2) agrees to a retainage of fifty percent (50%) of the Contract amount. The Performance Bond must be provided by a state-licensed or state-registered surety or bonding company.

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

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

E. I.R.S. W-9 FORM

The submitting Party must include in its Proposal a completed and signed I.R.S. Form W-9, and form 100 as required by Navajo Tax Regulatory which will be used by the Navajo Nation to report all Contract payments to the I.R.S.

Submitted Proposals need not initially include the required W-9 Form; however, such Form must be provided prior to final Contract Award, and any Party not providing such Form in a timely manner may be Disqualified - at Capital Project Management Department or Navajo Nation's sole discretion; for purposes of this provision, a "timely" submission of such Form (i.e., deadline for submission) shall be determined by Capital Project Management Department.

F. AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

The submitting Party must include in its Proposal a list of Subcontractors that may be used by the Party in performance of the Project. The submitting Party must also include in its Proposal a duly signed and notarized "Affidavit of Responsibility for Subcontractors" (see Tab C).

All Proposals not including the Mandatory Subcontractors List and the Mandatory Affidavit of Responsibility for Subcontractors shall be disqualified from consideration for a Contract Award for the Project.

G. AFFIDAVIT OF NON-COLLUSION

The submitting Party must include in its Proposal a duly signed and notarized "Affidavit of Non-Collusion" (see Tab D).

All Proposals not including the Mandatory Affidavit of Non-Collusion shall be disqualified from consideration for a Contract Award for the Project.

H. AFFIDAVIT OF NON-SUSPENSION & NON-DEBARMENT

The submitting Party must include in its Proposal a duly signed and notarized "Affidavit of Non-Suspension & Non-Debarment" (see Tab E).

All Proposals not including the Mandatory Affidavit of Non-Suspension and Non-Debarment shall be disqualified from consideration for a Contract Award for the Project.

VI. EVALUATION CRITERIA

A. PROPOSALS-BASED SELECTION

Because the services sought by the Navajo Nation pursuant to this RFP involve Architectural/Engineering services, **the evaluation of all eligible Proposals and Parties shall be conducted using a "Proposals-based selection" method, in accordance with 12 N.N.C. §346.** There shall be Navajo preference or Indian preference in the review, evaluation, ranking, and ultimate selection of a Proposal or qualified party for this Project.

B. PROCEDURES FOR CONTRACT AWARD

The Contract shall be negotiated and awarded in accordance with 12 N.N.C. §346. Fees shall be negotiated based upon the Scope of Work, reimbursable costs, specific Architectural and engineering requirements, the size and complexity of the Project as related to an approved fee schedule, and Proposals of the selected party. If negotiations are ultimately unsuccessful, CPMD may in its discretion decide to terminate negotiations and/or cancel this RFP.

VII. CONTRACT DOCUMENTS & PROVISIONS

A. CONTRACT DOCUMENTS.

Please contact the Project Manager at Capitol Projects Management Department for a copy of the documents for this Project. The Navajo Nation reserves the right to edit, revises, amends, or entirely replace, any or all proposed Contract documents, including all exhibits, prior to execution of the Contract by the Parties.

B. INDEMNIFICATION.

The Selected Contractor will be required to indemnify the Navajo Nation, pursuant to the following Contract clause: the Contractor agrees to hold harmless and indemnify the Navajo Nation and its divisions, departments, chapters, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with any work performed or services provided under this Contract, and any other related activities by the Selected Contractor, except for accident or injury arising out of the Selected Contractor's performance of work or services that is determined to be professionally and adequately performed with the due competence and professional skill generally exercised in the industry and in accordance with applicable industry standards set forth in relevant laws and regulations of the Navajo Nation, the Federal Government, or the State of the Project.

C. NAVAJO NATION LAWS & REGULATIONS

All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Contract awarded to the Selected Contractor and all performance under said Contract. **It shall be the Contractor's sole responsibility to seek advice from appropriate Navajo Nation programs or offices regarding all such laws and regulations that may be applicable to the Project, or to the Contractor's performance under the Contract.** Applicable laws and regulations include, *but are not limited to*, the following:

1. Navajo Sovereign Immunity Act, as amended (1 N.N.C. §§551 *et seq.*);
2. Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 *et seq.*);

3. Navajo Business and Procurement Act (12 N.N.C. §§1501 *et seq.*);
4. Navajo Nation Sales Tax (24 N.N.C. §§601 *et seq.*);
5. Navajo Preference in Employment Act (15 N.N.C. §§601 *et seq*.) (Navajo preference in hiring);
6. Funding grants. The Selected Contractor shall comply with any and all applicable laws, regulations, policies, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project, or to performance under the Contract, or to any funding agreement for the Project, and shall assist the Navajo Nation in timely meeting all such requirements as necessary.

VIII. NAVAJO NATION DISCLAIMERS

A. RIGHT TO CANCEL THIS RFP

In accordance with Section XIII.B. Of the Navajo Nation Procurement Regulations, at any time prior to a final Contract Award, CPMD/Navajo Nation may cancel this RFP for any of the reasons as follows:

1. Inadequate or ambiguous specifications were cited in the RFP or this Package;
2. Specifications or descriptions for the Scope of Work have been revised;
3. The services are no longer required;
4. The RFP and this Package did not provide for consideration of all factors of cost to the Navajo Nation;
5. All Proposals received indicate that the needs of the Navajo Nation can be satisfied by a less expensive service differing from that described in the RFP and this Package;
6. All Proposals received that exceed the Maximum Feasible Cost by 10% shall be subjected to negotiations or reduce the Scope of Work (SOW);
7. Submitted Proposals were not the result of open competition, were collusive, contained fraudulent statements or information, contained any material misrepresentation, or were submitted in bad faith;
8. Cancellation is in the best interest of the Navajo Nation.

A determination to cancel this RFP shall be published in the same manner as the initial RFP advertisement, and such cancellation shall be mailed or faxed to all Interested Parties who have received this RFP Package. Upon cancellation, all Proposals shall be returned to a submitting Party upon written request by such Party.

B. APPROPRIATIONS REQUIRED

No Contract Award shall be made to any Party if there are not sufficient appropriations or authorizations regarding the Project, and any awarded Contract may be terminated if such appropriations or authorizations are lacking. The determination whether sufficient appropriations or authorizations are present is at the sole discretion of the Navajo Nation.

C. RIGHT TO WAIVE IRREGULARITIES

CPMD/Navajo Nation - at its discretion - may determine that any error, irregularity, or other misinformation contained in any Proposals is of a minor consequence and CPMD may then

waive any Mandatory requirement set forth in this RFP Package, provided that such waiver does not materially affect the objective nature of the Procurement process.

D. RIGHT TO DISQUALIFY

The Navajo Nation reserves its right to Disqualify any Proposal or any Party from consideration for a Contract Award for the Project, if such Party has previously failed to satisfactorily perform any previous project or any previous contract with the Navajo Nation or any other governmental entity, has failed to timely submit required documents or information, or has caused the Navajo Nation to incur unreasonable expense regarding the consideration of its Proposal.

E. RIGHT TO REFUSE CONTRACT

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

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

********** END OF DOCUMENT – SEE PROPOSAL FORM & EXHIBITS **********

ATTACHMENT A

RED VALLEY TRANSFER STATION DESIGN-BUILD
Proposal Submittal Form

Date of Proposal: _____
Contractor's License No. _____

PROJECT: RED VALLEY TRANSFER STATION DESIGN-BUILD

Proposal of (Company Name):_____(hereinafter called the "Proposer") and exiting under the laws of the State of___, doing business as a Corporation, Partnership or Individual.

TO: THE NAVAJO NATION
Hereinafter called "OWNER's Representative"
Attn: Navajo Nation Capital Project Management Department
Re: RED VALLEY TRANSFER STATION DESIGN-BUILD

The undersigned, as an authorized representative of the Proposer identified above, hereby submits this Proposal in response to the Request for Proposal (RFP) for the RED VALLEY TRANSFER STATION DESIGN-BUILD. Having carefully reviewed the Project scope and all related Contract Documents, examined the Project site, and become familiar with all conditions affecting the performance of the Work, including the availability of testing reports, consultants, subconsultants, architect/engineering services, labor, materials, equipment, and supplies, the Proposer hereby agrees to furnish all labor, materials, equipment, and services necessary to complete the Project in accordance with the Contract Documents for the prices stated below.

The proposed prices include all costs and expenses necessary to perform and complete the Work required under the Contract Documents, of which this Proposal forms a part.

The undersigned Proposer's representatives also acknowledge receipt of the following Addenda:
Addendum No:_____, dated_____; Addendum No:_____, dated_____;

Base Proposal:
The Proposer agrees to perform all work for the Project, which will require selective demolition, installation, construction and full renovation project as described in the RED VALLEY *Transfer Station Design-Build* specifications/details and as shown on the conceptual drawings for the following lump sum: (Amounts to be shown in both words and figures. In case of discrepancy, the amount shown is words will govern, *please print.)* All sums included Navajo Nation Business Tax, as well as all permits and fees required by Navajo Nation, State and Local municipalities.

Addition to Basic Services of existing site:

Geotechnical Services (3 borings)
Stormwater Pollution Prevention Plan (SWPP)
Cost: _____ Dollars $_____

Partial Master Site Plan Services (2-3 acres)
Partial Plan -Site Layout
Topographic/Survey
Infrastructure analysis/feasibility
Regulatory Agency Coordination
Cost: _____ Dollars $_____

Indirect Costs
Printing
Postage
Cost: _____ Dollars $
_____

Design-Build Services
Programming
Schematic Design
Design-Development
Construction Documents/Construction Administration Services
Cost: _____ Dollars $_____

Construction Services

Detail Schedule of Values (SOV) with CSI division appliable
Cost: _____ Dollars $_____

Owner/Contingency allowance:_____ Dollars
$ _____

Utility/Contingency allowance:_____ Dollars
$ _____

Unforeseen items to existing Building allowance: _____ Dollars
$ _____

Total Base Proposal Cost, including NN Tax:
_____Dollars
$_____

Clarifications:
Site utilities are to be connected to the existing water, sewer (Nearest manhole), APS

electrical, and a new gas/Propane within the chapter tract (+/50'-0"). Development of utilities beyond will be negotiated.

The Proposer understands that the Contract will be awarded in accordance with all Navajo Nation laws and Navajo Nation policies; and the Owners reserve the right to

reject any or all Proposals and to waive any formalities on the Proposing process as required by Navajo Nation law.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Proposals.

Upon receipt of written notice of acceptance of this Proposal, Proposer will execute the final Contract and deliver surety bonds as required by the instructions to Proposers within ten (10) calendar days.

The BID SECURITY attached in the sum of 10% of the Proposal amount is:
_____ Dollars
$ _____

And shall become the property of the Owner in the event of the contract and bonds are not exceed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused by herby.

Name and Address of Firm:
_____ Phone:_____
_____
_____ Email: _____

Signature:
_____
Firm:
_____
Title (Firm Official Authorized to Sign Document)
_____

DATE OF PROPOSAL:_____

ATTACHMENT B

RED VALLEY TRANSFER STATION DESIGN-BUILD
Site Visit Acknowledgement Form

Project Location: Red Valley Transfer Station Site,
Red Valley, NM Chapter/Community: Red Valley
Chapter

This letter serves as formal documentation confirming that a site visit was conducted at the above-referenced project location on the date indicated. The purpose of the site visit was to:

- Visually assess the existing conditions of the facility and surrounding area.
- Identify potential challenges, hazards, and access limitations.
- Collect technical information relevant to the planning and execution of the Design-Build project.
- Collaborate with project stakeholders and site representatives to initiate and define the proposal.

Following this site visit, a preliminary Proposal was developed and documented. This proposal outlines the design, anticipated work items, building requirements, and site-specific considerations.

Contractor/Proposer

Print Name: _____

Signature: _____

Date:_____/_____/ _____

Chapter Representative

Print Name: _____

Signature: _____

Date:_____/_____/ _____

ATTACHMENT C

NAVAJO NATION CERTIFICATION

Regarding Debarment, Suspension, and Contracting Eligibility

Consultant/Project Name	Work Location

1. Applicant acknowledges, in accordance with the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, to the best of its knowledge, Applicant, in either its present form or in any other identifiable capacity, that it has not:
   a. been convicted in any jurisdiction for the commission of a criminal offense incident to obtaining, or attempting to obtain, a public or private contract or subcontract, or in the performance of such Contract or subcontract;
   b. been convicted in any jurisdiction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Navajo Nation Contractor;
   c. been convicted in any jurisdiction under any antitrust statute arising out of the submission of offers;
   d. violated contract provisions, such as having:
      i. deliberately failed, without good cause, to perform in accordance with the purchase description or within the time limit provided in the contract; or
      ii. a record of failure to perform, or of unsatisfactory performance, with the terms of one or more contracts; or
   e. been determined to be ineligible to conduct business with the Navajo Nation under the Navajo Business Opportunity Act, 12 N.N.C. §§ 201-380;
   f. submitted bad offers where such offers are lower than the expected price, or overstate the Applicant's qualifications; and
   g. engaged in any other cause so serious and compelling as to affect Applicant's responsibility as a Navajo Nation Contractor, including debarment or suspension by another government.
2. Applicant certifies that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Applicant acknowledges that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.
4. Applicant certifies that, to the best of its knowledge, it is eligible to do business with the Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. §§ 1501-16 and 5 N.N.C. §§ 201-380.
5. Applicant acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name	Printed name individual signing on Applicant's behalf
Applicant Address	Title of individual signing on Applicant's behalf
Applicant Address	Signature of individual signing on Applicant's behalf
Applicant Address	Date

NNDOJ10-25

ATTACHMENT D

NAVAJO NATION CERTIFICATION
Regarding Non-Collusion

Consultant/Project Name	Work Location

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

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

Applicant Name	Printed name individual signing on Applicant's behalf
Applicant Address	Title of individual signing on Applicant's behalf
Applicant Address	Signature of individual signing on Applicant's behalf
Applicant Address	Date

NNDOJ10-25

ATTACHMENT E

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

Request for Taxpayer Identification Number and Certification

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

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

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

Print or type. See Specific Instructions on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C – C corporation, S – S corporation, P – Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

ATTACHMENT F

NAVAJO NATION CERTIFICATION
Responsibility for Subcontractors

Consultant/Project Name	Work Location

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

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

Applicant Name	Printed name individual signing on Applicant's behalf
Applicant Address	Title of individual signing on Applicant's behalf
Applicant Address	Signature of individual signing on Applicant's behalf
Applicant Address	Date

ATTACHMENT G

NAVAJO NATION CERTIFICATION

Responsibility for Subcontractors

Exhibit 1

Subcontractor Name	Contact Information