

THE NAVAJO NATION JUDICIAL BRANCH

REQUEST FOR PROPOSALS (RFP)

RFP #17-03-1647LE

ELECTRICAL SERVICE PROJECT

**JUDICIAL BRANCH ADMINISTRATIVE OFFICE OF THE COURTS AND
SUPREME COURT MODULAR BUILDINGS**

DUE: MAY 5, 2017 – 4:00 P.M. (Mountain Day Light Savings Time)

The Navajo Nation Judicial Branch (herein after referred to as NNJB) invites interested companies to submit proposals for the Judicial Branch Administrative Office of the Courts and Supreme Court Modular Buildings Electrical Service Project. This project shall entail: (1) install one 1,600 amp, 120/240 volt three phase electric service, connect power to building, test; (2) construct a concrete pad for transformer; (3) provide labor, materials, and equipment necessary to complete the specified work. The project site is located at the AOC and Supreme Court modular buildings (attached Appendix “A”), east of the Window Rock Veteran’s Memorial Park in Window Rock, Arizona. This contract shall begin May 22, 2017, through July 14, 2017, for a period of eight weeks.

MANDATORY PRE-BID MEETING FOR ALL PROSPECTIVE ENTITIES WILL TAKE PLACE ON APRIL 21, 2017, AT 10:00 A.M. THE DESIGNATED MEETING PLACE WILL BE AT THE NNJB OFFICE (EAST OF QUALITY INN), CORNER OF HIGHWAY 264 AND POST OFFICE LOOP ROAD, WINDOW ROCK, ARIZONA.

REQUEST FOR PROPOSALS

DUE: MAY 5, 2017 – 4:00 P.M. (Mountain Day Light Savings Time)

The NNJB is accepting proposals from qualified electrical companies to (1) install one 1,600 amp, 120/240 volt three phase electric service, connect power to building, test; (2) construct a concrete pad for transformer; (3) provide labor, materials, and equipment to the Administrative Office of the Courts and Navajo Nation Supreme Court modular buildings in Window Rock, Arizona. The award of the contract shall be determined by the NNJB.

Responses to this RFP shall be submitted to the Navajo Nation Judicial Branch at the date and time noted above. All proposals must be clearly marked **RFP #17-03-1647LE - ELECTRICAL SERVICE PROJECT - JUDICIAL BRANCH ADMINISTRATIVE OFFICE OF THE COURTS AND SUPREME COURT MODULAR BUILDINGS**. No oral, telephonic, emailed, or faxed responses shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The NNJB reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Any responses received after the above scheduled due date and time shall not be accepted or considered.

1. AVAILABILITY OF FUNDS

Any subsequent contract award associated with this RFP is contingent upon the availability of funds. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect. NNJB reserves the right to negotiate the overall contract price based on the availability of funds.

2. AGREEMENT

The NNJB, upon mutually agreed to and acceptable terms and conditions with the successful responder/consultant, shall enter into a formal agreement for a mutually agreed to fee and project or contract period. The NNJB reserves the right, subject to mutual agreement with the successful responder/consultant, to extend the terms of this agreement, at the proposed rate, for a mutually agreed upon period of time.

3. CANCELLATION OF AGREEMENT

The NNJB reserves the right to cancel any contract/agreement, at any time, with thirty (30) days prior written notice to the contractor, should any of the following conditions exist:

- Funds are not appropriated by the NNJB for continuance of this agreement.
- The NNJB, through changes in its requirements, method of operation, or program operation, no longer has a need for the service.

4. INSURANCE REQUIREMENTS

The selected entity, upon receiving authorization to proceed, shall be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the NNJB.

The entity selected shall provide proof of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the NNJB from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Contractor's or those of a subcontractor or any person or entity directly or indirectly employed by said Contractor. Minimum coverage is as follows:

- a. Workers Compensation: Consultant shall provide workers compensation and employer's liability insurance that complies with the regulations of the Navajo Nation with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.
- b. Commercial General Liability Insurance: Consultant shall provide commercial general liability insurance that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: bodily injury & property damage with an occurrence limit of \$1,000,000; personal & advertising injury limit of \$1,000,000 per occurrence; general aggregate limit of \$2,000,000 (other

than products and completed operations); products and completed operations aggregate limit of \$2,000,000. The policy shall name the NNJB as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the NNJB. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

- c. Commercial Automobile Insurance: Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
- d. Include a statement that no conflicts of interest exist in the provision of the services.

Umbrella Liability Insurance: Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (a) through (c). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the NNJB at the sole cost and expense of the Contractor. As to the insurance required, the insurer(s) and/or their authorized agents shall provide the NNJB with certificates of insurance prior to execution of the agreement by the NNJB describing the coverage.

5. AWARDING THE SERVICES

The services shall be awarded to the contractor whose qualifications are deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals, and the criteria for evaluating proposals.

6. SUBMISSION OF QUESTIONS

Questions relating to this request for proposals must be submitted in writing to the following (faxed or emailed questions are acceptable):

Stephen B. Etsitty
Navajo Nation Judicial Branch
Post Office Box 520
Window Rock, Arizona 86515
Fax: 928-871-6761
Email: stephenbetsitty@navajo-nsn.gov

To ensure consistent interpretation of certain items, answers to questions the NNJB deems to be in the interest of all will be made available to all other respondents.

7. PROPOSAL SUBMISSION

Four (4) complete sets of the proposals along with a sample of your work are to be received by the NNJB no later than May 5, 2017, 4:00 P.M. and clearly labeled as: **RFP #17-03-1647LE - ELECTRICAL SERVICE PROJECT - JUDICIAL BRANCH ADMINISTRATIVE OFFICE OF THE COURTS AND SUPREME COURT MODULAR BUILDINGS**. The proposals shall be either:

<p><u>Mailed to:</u> Stephen B. Etsitty Navajo Nation Judicial Branch Post Office Box 520 Window Rock, Arizona 86515</p>	or	<p><u>Hand Delivered to:</u> Stephen B. Etsitty Navajo Nation Judicial Branch Corner of Hwy 264 & Post Office Loop Road (E. of Quality Inn) Window Rock, Arizona 86515</p>
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8. ATTACHMENTS

- Appendix A – List of facilities for inspection and repair
- Appendix B – Letter NTUA to Stephen B. Etsitty, re NN Administration and Court Buildings Power Line Project
- Appendix C – NTUA Drawing
- IRS Form W9
- Affidavit of Non-Collusion
- Affidavit of Non-Debarment & Non-Suspension
- Navajo Nation Certification Regarding Debarment and Suspension

9. SCOPE OF SERVICES

The scope of work shall include installation of one 1,600 amp, 120/240 volt three phase electric service, concrete pad for transformer and meter panels, connect power to building, test, and shall include purchase of required materials, labor cost, and time frame with overhead cost to include all applicable licensure and tax requirement cost. All work shall be done in accordance with Navajo Tribal Utility Authority Standards and Regulations and 2014 National Electric Code. See NTUA letter (Appendix “A”) and drawing (Appendix “B”). The contractor must submit a written report to NNJB on all services completed. Contractor must provide warranty information, i.e., coverage against manufacturing defects in the materials and coverage against workmanship errors.

All construction debris shall be the responsibility of the contractor to dispose of and all costs shall be incurred by the contractor for work specified or outlined in the scope of work. Each scope of work shall include all applicable taxes associated with each project that include taxes for the Navajo Nation for work not completed in Window Rock, Arizona,

and work completed in the direct vicinity of Window Rock, Arizona, shall encompass the local tax requirements.

10. QUALIFICATION REQUIREMENTS AND FORMAT

The following material is to be included in all responses and received by the date and time noted above in order for any entity to be considered:

- a. Title Page showing that the proposal submitted is for RFP #17-03-1647LE - ELECTRICAL SERVICE PROJECT - JUDICIAL BRANCH ADMINISTRATIVE OFFICE OF THE COURTS AND SUPREME COURT MODULAR BUILDINGS.
- b. The entity name, contact person information and date of response.
- c. Table of Contents
- d. Technical Proposal Section

Section I: Company Profile

This section should state the size of the entity, the type of entity, the entity's background, the project manager, and the location and/or office from which the work on this project shall be performed.

Section II: Experience

The response should include details of experience with electrical services in government and commercial facilities. In addition, interested entities must have at least ten years' minimum experience performing electrical work.

Section III: References

Include a list of references and contact information in the response. This list should include past and present clients as outlined in Experience above, including names and telephone numbers of contact people.

Section IV: Specific Approach, Sample Reports and Management Plan

Provide details regarding your approach to completing all electrical services for all listed facilities in this RFP. Include a management plan with qualifications of staff you propose for this project along with resumes of key personnel who would be assigned to this project as well as any consultants, engineers, etc., to be used.

Section V: Budget & Cost Breakdown Information

Include a detailed cost proposal to include: labor, parts & materials, any fees associated with the work to be completed, and Navajo Nation tax at 5%.

Section VI: Additional Information

Include in this section any additional information you wish to provide to the NNJB relevant to the analysis.

Please be advised that the person(s) signing a formal response must be authorized by your organization to contractually bind the entity with regard to prices and related contractual obligations for the delivery terms.

Company Name

Authorized Signature

Title

Printed Name

Phone, Fax, Email, Website Address

Section VII: Required Documents

1. Employee Certification and Degrees
 - Field Related Degrees and/or Certifications
 - State Contractors Licensure or Certification
 - Safety Certification
2. Comprehensive Scope of Work
3. Navajo Business Opportunity Act Statement
4. Statement on Navajo Nation Tax Compliance
5. Certificate of Non-Debarment
6. Certification of Non-Collusion
7. Certification of Good Standing from State Licensing Office
8. Certificate of Insurance
9. Federal IRS W-9 Form
10. SDS Information for all products intending for use
11. One Copy of Comprehensive Safety Plan

12. Navajo Nation Tax Breakdowns (*See Section V. Budget & Cost Breakdown Information*)

11. INTERVIEW AND SELECTION PROCESS

The NNJB shall select the most qualified respondent to provide the requested services. Respondents submitting the most responsive proposals may be invited to an interview with the NNJB. During that process, those entities shall be requested to present all costs and rates associated with their proposed consulting services.

Should the NNJB elect to contract the consultant services detailed in this request, it will then enter into a contract/agreement with the most responsible respondent whose proposal is determined to be in the best interest of the NNJB. Responses to this RFP will be reviewed against the criteria contained herein, and award of the contract/agreement shall be made in accordance with standard Navajo Nation purchasing procedures.

The NNJB reserves the right to reject any or all responses or parts thereof for any reason, to negotiate changes to proposed terms and to waive minor inconsistencies with the RFP. The NNJB further reserves the right to make a selection on the basis of an interview process, qualifications, experience in providing similar services elsewhere, overall responsiveness to the requirements of this RFP, and to negotiate a contract/agreement with the Contractor.

12. ANTICIPATED TIME LINE

April 12, 2017	Issue RFP
April 21, 2017	10:00 A.M. Mandatory Pre-Bid Meeting and Buildings/Site Inspection; NNJB office (E of Quality Inn), Corner of Highway 264 and Post Office Loop Road, Window Rock, Arizona.
May 5, 2017	4:00 P.M. Bids Due
May 8, 2017	3:00 P.M. Bid Opening; NNJB office (E of Quality Inn), Corner of Highway 264 and Post Office Loop Road, Window Rock, Arizona.

APPENDIX "A"

The Navajo Nation Judicial Branch Facility Listing

	Location	Facility	Bldg. #.	Sq. Ft.
1	Window Rock, AZ	Navajo Nation Judicial Branch Administrative Office of the Courts	7968A	6,480
2	Window Rock, AZ	Navajo Nation Judicial Branch Supreme Court	7968B	5,184

EXHIBIT "B"



NAVAJO TRIBAL UTILITY AUTHORITY AN ENTERPRISE OF THE NAVAJO NATION

March 15, 2017

Mr. Stephen B. Etsitty, Administrative Director
Administrative Office of the Courts
PO Box 520
Window Rock, Arizona 86515

RE: Navajo Nation Administration & Court Buildings Power Line Project

Dear Mr. Martin:

Provided herein are *FIRM* construction cost estimate to provide electric service to the Navajo Nation Administration & Court Buildings, in Window Rock, Arizona. This cost will supersede all previous costs. The scope of work involves the installation of the overhead and underground three-phase power line to the new Navajo Nation Administration & Court Buildings, in Window Rock, Arizona.

The following items are provided for your information:

1. The ownership of the power lines will belong to the Navajo Tribal Utility Authority. The Navajo Tribal Utility Authority will handle the operation and maintenance responsibilities.
2. The Navajo Tribal Utility Authority will furnish labor, transportation, and materials to install the overhead and underground electric distribution line. NTUA will install the underground electric cable, once the Contractor has installed the conduit on the dip pole to the pad mount transformer. NTUA will furnish the ventilation cap, standoff brackets and straps, the ventilator coupling and underground transformer sleeve for Contractor to install.

Home Office: P.O. BOX 170 T. DEFIANCE, AZ 86504	KAYENTA P.O. BOX 37 KAYENTA, AZ 86033	TUBA CITY P.O. BOX 398 TUBA CITY, AZ 86045	SHIPROCK P.O. BOX 1749 SHIPROCK, NM 87420	CHINLE P.O. BOX 549 CHINLE, AZ 86503	FORT DEFIANCE P.O. BOX 587 FT. DEFIANCE, AZ 86504	DILCON HC 63 BOX D WINSLOW, AZ 86047	CROWNPOINT P.O. BOX 1825 CROWNPOINT, NM 87313
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CALL 800-528-5011 OR 928-729-5721 FOR ALL OFFICES.

Letter to Mr. Stephen B. Etsitty, Administrative Director
RE: Navajo Nation Court Building Power Line Project
March 15, 2017
Page Two

3. The Contractor will furnish the 6-inch Galvanized Rigid Conduit (GRC) for the riser pole, the schedule 80 PVC, 6-inch conduit (between the dip-pole and underground transformer pad), and the bollards around the electrical equipment per the NTUA specification CM-09. The Contractor is responsible for the installation of the concrete pad for the transformer. All materials are specified and outlined on the NTUA's specification drawing CM-12 and CM-12A.
4. The Contractor is responsible for communicating and coordinating all inspections, in accordance and as outlined within the NTUA Commercial Drawings, CM-02.
5. The Contractor is responsible for providing compaction test (trench backfill) and strength test (transformer pad), per NTUA specification drawings CM-05, CM-05B, CM-11, CM-12 and CM-12A. The documentation must be submitted to NTUA for review and approval.
6. NTUA has not received and reviewed the cut sheets for the switchgear. The Contractor shall submit cut sheet(s) to NTUA for review and approval prior to contractor purchasing service entrance equipment.

Enclosed is the final design and specifications. For additional information, you may access the NTUA Commercial Standards on our website at www.ntua.com under Contractor Information. If you have questions, please contact our office at (928) 729-4685.

Sincerely,

NAVAJO TRIBAL UTILITY AUTHORITY

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
				-			-				

or

Employer identification number										
				-						

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 for further information.

AFFADAVIT OF NON-COLLUSION

For _____ services for the _____ Project
architectural, engineering, design-build, construction, etc. Description of project

located in the _____ chapter of the Navajo Nation

State of (_____) ss.

County of (_____)

Affiant: _____, being first duly sworn, hereby deposes and says:

1. that he/she is the _____ of _____, the Business Entity
owner, partner, officer, representative, agent company, firm, partnership, etc.
that has submitted/is submitting to the Navajo Nation a Proposal or Statement of Qualification (SOQ) or Bid for the above-named Project;
2. that Affiant is fully informed with respect to the preparation and contents of the Proposals/SOQ/Bid submitted by said Business Entity for the above-named Project, and with respect to all pertinent circumstances regarding the submission of said Proposals/SOQ/Bid to the Navajo Nation;
3. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
4. that said proposal/SOQ/bid is genuine and not collusive or sham;
5. that said Entity has not in any manner colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to submit a sham Proposal/SOQ /Bid to the Navajo Nation in connection with the proposed Contract for which said Proposal/SOQ/Bid was submitted, or to refrain from submitting a Proposal/SOQ/Bid to the Navajo Nation in connection with the proposed Contract;
6. that said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, person, to fix any price or fee relating to any Proposal/SOQ/Bid of Entity or of any other entity, bidder, person, or of that of any other entity, bidder or person;
7. that said Entity 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, bidder, or person interested in the proposed Contract for the above-named Project;
8. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

Signature of Affiant: _____

Printed name of Affiant: _____

Title of Affiant: _____

Name of Business Entity: _____

Type of Entity (LLC, Partnership, etc.): _____

Address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____

day of _____, 20 _____.

Notary Signature _____

My Commission expires _____, 20 _____.

AFFADAVIT OF NON-DEBARMENT & NON-SUSPENSION

For _____ services for the _____ Project
architectural, engineering, design-build, construction, etc. Description of project

located in the _____ chapter of the Navajo Nation

State of (_____) ss.

County of (_____)

Affiant: _____, being first duly sworn, hereby deposes and says:

1. that he / she is the _____ of _____, the Business Entity
owner, partner, officer, representative, agent company, firm, partnership, etc.
that has submitted/is submitting to the Navajo Nation a Proposal or Statement of Qualification (SOQ) or Bid for the above-named Project;
2. that he/she is authorized to represent said Business Entity for purposes of the declaration set forth herein and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employers, officials, agents, or parties-in-interest;
3. that, as of the date of signature below, said Entity is not currently debarred, suspended, or otherwise ineligible to receive a contract from the Federal Government, and State Government, the Navajo Nation, or from any other Tribal Government in the United States;
4. that, as of the date signed below, said Entity is not the subject of any imminent debarment, suspension, or other determination of ineligibility from the Federal, an State, Navajo Nation, or other Tribal Government;
5. that said Entity is not currently, or within the past ten (10) years, under any criminal indictment or under any civil complaint or charge by the Federal, any State, Navajo Nation, or other Tribal Government, for fraudulent activities, forgery, falsification, theft, bribery, destruction of records, obstruction of justice, receiving stolen property, or other offense related to the receipt or administration of a government contract;
6. that said Entity has never had a contract with such Government terminated, either for cause or convenience;
7. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

Affiant acknowledges and agrees that, if any statement herein is determined to be false or misleading, such will be grounds for immediate termination of the subject Contract or Agreement with the Navajo Nation, and that the Navajo Nation may pursue appropriate legal remedies related to such termination and any false or misleading statements.

Signature of Affiant: _____

Printed name of Affiant: _____

Title of Affiant: _____

Name of Business Entity: _____

Type of Entity (LLC, Partnership, etc.): _____

Address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____

day of _____, 20 _____.

Notary Signature _____

My Commission expires _____, 20 _____.

