

Navajo Nation Environmental Protection Agency
Air & Toxics Department
Air Quality Control Program

Ambient Air Monitoring Study

REQUEST FOR PROPOSAL
BID No. 25-02-3606SB

Introduction

The Navajo Nation Environmental Protection Agency, Air & Toxics Department, Air Quality Control Program (NNEPA/ATD/AQCP) is requesting proposals to conduct an ambient air monitoring research study to quantify air quality impacts of nearby oil and gas facilities on the Navajo Nation. The objective of the project is to evaluate whether the emission of volatile organic compounds (VOC), nitrogen oxides (NO_x), sulfur dioxide (SO₂), ozone (O₃), particulate matter (PM_{2.5}), hydrogen sulfide (H₂S) from oil and gas facilities impact human health and environment of neighboring Navajo communities. The data collected will be used to address community concerns of health impacts of oil and gas facilities.

The Navajo Nation Air Quality Control Program will oversee the administration, logistics, stakeholder identification, purchasing and sampling activities. NNEPA will need contractor support for identifying sampling locations, equipment set-up, quality assurance/quality control of equipment, laboratory analysis, data analysis, data interpretation, community engagement activities and technical report writing.

Scope of Work

The Scope of Work is enclosed with this RFP as "Exhibit A".

Special Knowledge and Skills

1. Minimum of 3 years experience in ambient air monitoring and sampling of ozone, nitrogen oxides, sulfur dioxide, particulate matter, and hydrogen sulfide using portable Federal Reference Method and Federal Equivalency Method (FRM/FEM) gaseous analyzers, Sensit S-Pods and Purple Air sensors.
2. Minimum of 3 years experience developing Quality Assurance/Quality Control Plans for ambient air monitoring samplers including FRM/FEM gaseous analyzers and air sensors.
3. Ability to collect sampling data, analyze data, interpret data, present data and provide recommendation of future work.
4. Familiarity of the Navajo Nation, including previous experience supporting NNEPA Air Quality Control Program.

5. Minimum of 3 years experience in oil and gas operations such as understanding emissions sources.

Contractual Terms and Conditions

A copy of the Navajo Nation's standard contract is enclosed with this RFP as "Exhibit B". Please be aware of the insurance requirements as stated in Section 20 of the standard contract. Also note the standard contract's dispute resolution provision (Section 14).

Criteria for Evaluating Proposals

The NNEPA will use the following criteria in its evaluation and comparison of proposals submitted and in the selection process for contract award. The order in which they appear is not intended to indicate their relative importance. **SELECTION CRITERIA.**

CRITERIA	WEIGHT GIVEN
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposer that will demonstrate the quality of services.	25 POINTS
2. Price	50 POINTS
3. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, the character, integrity, reputation, judgement and efficiency of the Proposer.	10 POINTS
4. Demonstrate a minimum of three (3) years experience in oil and gas operations, such as understanding emissions sources.	5 POINTS
5. Demonstrate a minimum of three (3) years in field sampling using portable FRM/FEM gaseous analyzer, Sensit S-Pods and low-cost sensors.	5 POINTS
6. Demonstrate a minimum of three (3) years training of local staff for operating monitoring technologies and analyzing canisters for specialized air toxics.	5 POINTS
TOTAL CRITERIA WEIGHT	100 POINTS

Anticipated Timeline

A timeline will be established after the award of the contract but will not exceed three (3) years. The timeline will:

1. Outlined tasks by Year 1, Year 2 and Year 3.

2. Year 1 will be dedicated to community outreach, identification of sampling location, and developing a QAPP for the sampling equipment. The QAPP will be drafted, reviewed by NNEPA and approved by USEPA.
3. Year 2 will be dedicated to sampling and community outreach.
4. Year 3 will focus on data analysis, presenting the sampling results to the communities, and final report writing.

RFP Submittal

All proposals must be addressed to:

Mailing: Glenna Lee, Environmental Program Manager
Navajo Nation Environmental Protection Agency
Air Quality Control Program
Rt. 112 North Building #2837
Fort Defiance, Arizona 86504

All sealed proposals must be received by **5:00 pm (MST) on March 11, 2025**. Proposals will not be accepted after this deadline. Two (2) hard copy sets of the written proposal and two (2) hard copy sets of the cost proposal must be included in separate sealed envelopes. Please indicate Bid NO. 25-02-3606SB on the envelopes.

Proposal Submittal should include:

1. Part A: Written Proposal
 - a. Section 1: Cover Letter
 - b. Description of the Proposers' qualification, experience, staff resume and company credentials. Please include specialization of the key staff.
 - c. List of similar services provided to other business/government entities. Familiarity of Navajo Nation Reservation, including previous experience supporting NNEPA/ATD/AQCP.
 - d. Response to Scope of Work (Exhibit A).
 - e. Describe systems and mechanisms that would be established for status reporting during the project.
 - f. A completed and signed W-9 Form (Exhibit C)
 - g. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit D).
 - h. Certification of Insurance
2. Part B: Cost Proposal (Cost proposals shall be sealed separately)
 - a. Detailed cost of project.
 - b. Please indicate whether the Vendor is Priority 1 or a Priority 2 according to the Navajo Business Opportunity Act. This must be written on the outside of the sealed envelopes.

Bid Opening

Sealed proposals/bids are scheduled to be opened on March 13, 2025, at 10:00 am at the NNEPA AQCP conference room.

EXHIBIT A

Scope of Work

SCOPE OF WORK

INTRODUCTION

Air quality monitoring information near the Navajo Nation is limited, especially near oil and gas areas in and around tribal lands. In 2020, oil, gas, and coalbed methane (CBM) wells in and around the Navajo Nation tribal land totaled over 21,000 wells, with nearly 11 million barrels of liquids produced, over 535 million thousand standard cubic feet (MSCF) of gas, and nearly 70 million barrels of produced water. Over 80% of these wells are unconventional wells. The types of processes supporting these wells include: compressor and lift engines, dehydrators, fugitives, heaters, liquids unloading, loading, pneumatics, pumps, and storage tanks. All these source categories are significant sources of ozone-producing pollutants, such as carbon monoxide (CO), nitrogen oxides (NO_x), and volatile organic compounds (VOCs). Additionally, emissions of sulfur dioxide (SO₂) and hydrogen sulfide (H₂S) are also generated from combustion and non-combustion processes.

NNEPA is seeking a contractor to conduct an ambient air monitoring study to quantify air quality impacts of nearby oil and gas oil wells. The study will take place at strategic locations on the Navajo Nation using both low-cost and emerging technologies, where practicable. Short-term (i.e., less than 1-year) measurements will be taken for VOCs, air toxics, particulate matter, and hydrogen sulfide.

SCOPE OF WORK AND SERVICE

The contractor should meet the following objectives:

Task 1 – Management Activities. Develop a monitoring plan within the first 6 months of the contract award. This includes developing Quality Assurance/Quality Control Plan (QAPP) for the ambient air monitoring equipment. The QAPP includes collaborating with USEPA for edits and final approval. Track and report progress of tasks to the Navajo Nation on a quarterly basis. Track and report expenditures and financial drawdowns on a quarterly basis to the Navajo Nation.

Task 2 – Identify Sampling Locations. Collaborate with NNEPA staff to identify optimal locations for monitoring. Help NNEPA staff secure location privileges, including downwind, upwind, and background sites, at a minimum. Use publicly available datasets to prioritize areas. These datasets should include: EPA's EJSCREEN; EPA's AirToxScreen; EPA's Climate and Environmental Justice Screening Tool, EPA's National Emissions Inventory, and EPA's Toxics Release Inventory. Additionally, the contractor shall review socioeconomic information from the U.S. Census Bureau, the Centers for Disease Control PLACES data, and NNEPA tribal resources.

Task 3 – Deploy Sensit Technology S-Pod Sensors purchased by NNEPA. Collaborate with NNEPA Staff to locate Sensit S-Pod Sensors at multiple locations. If needed, construct storage

and/or fencing for security. Instruct NNEPA staff on operating Sensit S-Pods, including operating triggered canister sampling for speciated air toxics.

Task 4 – Deploy Portable Federal Reference Method and Federal Equivalency Method (FRM/FEM) gaseous commercial analyzers for ozone, NO_x, and SO₂ purchased by NNEPA. Coordinate with NNEPA Staff to locate FRM/FEM analyzers at multiple locations. If needed, construct storage and/or fencing for security. Instruct NNEPA staff on operating FRM/FEM analyzers.

Task 5 – Deploy Low-Cost sensors for H₂S and PM_{2.5} measurements purchased by NNEPA, where practicable. Collaborate with NNEPA Staff to deploy low-cost sensors at multiple locations. Instruct NNEPA staff on operating low-cost sensors.

Task 6 – Support Public Meetings/Travel – Throughout the project period, the contractor will support the NNEPA AQCP in community engagement services, such as public in-person/virtual meetings, brochures, messaging and information dissemination. Communities will be informed of all monitoring and sampling activities, updated on data analysis and interpretation and involved in next step measures. The community members and the oil and gas facilities will receive quarterly reports on progress and accomplishments and will be asked for their input. The deliverables for the community engagement include sign-in sheets for all meetings, hand-outs including brochures and agendas, and presentations.

Task 7 – Data Analysis. Coalesce and quality assure ambient air measurements into a database. The contractor will develop a database which will be used to compare the values to NAAQS for FM/FEM pollutants. For the sensor, PM_{2.5} measurements will be compared to its NAAQS. The H₂S measurements will be compared to the ARSDR Minimal Risk Levels. Prepare data analysis products, such as concentration summaries, pollution rises, and evaluation of regulatory and health benchmarks.

Task 8 – Reporting - Track and report progress of tasks to the Navajo Nation on a quarterly basis. Quarterly reports will be due to NNEPA AQCP thirty (30) days after each quarter (every three (3) months depending on the start date. A final report summarizing the efforts from the beginning of the project to the completion of the project will be due thirty (30) days after the ending date of the project. The report will include but not limited to the following; first, second and third-year quarterly reports, ambient air monitoring reports, community outreach reports, data analysis, and recommendations of next-steps based on the data analysis.

EXHIBIT B

Navajo Nation Standard Contract

SERVICES CONTRACT

ATTACHMENT A- Mutual Promises and Agreements

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

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning _____, and ending _____.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ _____, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the _____ (Contracting Program), and its Authorized Representative, _____, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-_____ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the **CONSULTANT'S** work and services under this Contract shall be and will remain the property of the **NATION**. The **NATION** may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The **CONSULTANT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the **CONSULTANT** that is related to the performance of this Contract; and **CONSULTANT** further agrees that the **NATION** may, at reasonable times and places, inspect and audit the **CONSULTANT'S** books and records to the extent that such books and records relate to the performance of this Contract. The **CONSULTANT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, **CONSULTANT** agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the **CONSULTANT'S** final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

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

_____	_____
_____	_____
_____	_____
_____	_____

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

12. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. §§551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

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

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

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

SIGNATURES OF THE CONTRACT

For the Consultant:

_____ Date

For The Navajo Nation:

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

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME

ADDRESS

TELEPHONE NO.

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____ 0.00

ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.
The detailed budget total must match the totals above and the totals on Page 1 of the Contract.

_____ -Cost Estimate-Fees

\$ _____ per day or per hour x _____ work days or work hours outside the Navajo Nation: \$ _____

\$ _____ per day or per hour x _____ work days or work hours within the Navajo Nation: \$ _____

_____ % Navajo Nation tax on fees for work within the Navajo Nation: \$ _____

Total Fees: \$ _____

_____ -Cost Estimate-Expenses

Travel (_____ miles x \$ _____ per mile): \$ _____

Meals (_____ meals x \$ _____ per meal): \$ _____

Lodging (\$ _____ per night x _____ required overnight stays): \$ _____

Airfare (\$ _____ per trip x _____ trips): \$ _____

Materials, supplies, and goods (list each item and associated cost): \$ _____

Total Expenses: \$ _____

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.

EXHIBIT C

W-9 Form

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	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

EXHIBIT D

Navajo Nation Certification Regarding Department, Suspension and Contracting Eligibility

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date