

Request for Proposal



Bid Number: 26-07-4208DB

The Navajo Division of Transportation (Navajo DOT) and the Navajo Nation Office of the Controller - Purchasing Department are soliciting proposals and sealed bids for **UPM Cold Mix Material Purchase and Delivery**.

Contacts for a bid packet are:

- I) Joe Peterman, Department Manager III, Navajo Division of Transportation - Roads,
jpeterman@navajodot.org; (505) 619-6357 or (505) 481-7099.
- 2) Valerie Bitsilly, Acting Accounting Manager, Navajo Nation Purchasing Department,
valerie.bitsilly@navajo-nsn.org; (928) 871-6142.

The closing date is August 14, 2026, at 3:00 p.m. Mountain Daylight Saving Time (M.D.T.). Any proposal(s) received after this date and time will not be accepted and will be returned to the sender. No faxed or email proposals or bids will be accepted.

The RFP can be found on the Navajo DOT website @ NavajoDot.org.

PROPOSAL SUBMITTAL

All proposals MUST have the Prospective Respondent's name and contact information on the outside of the Sealed Proposal Packet and Proposal Cost (envelopes). If not included, it will be considered "non-Responsive."

All proposals are to be submitted to:

Mailing Address:

Navajo Division of Transportation – Roads
Attention: Joe Peterman, Department Manager III
P.O. Box 4620
Window Rock, AZ 86515
Phone: (505) 481-7099

Physical Address:

Navajo DOT -Roads
Attn: Joe Peterman, Dept. Mgr. III
I 6 Old Coal Mine Road
Mentmore, NM 87319
Phone: (505) 481-7099

Hand Delivery: Driving Instructions from Gallup, New Mexico

Take Exit 20 from I-40. Take US491 from Gallup, New Mexico to Yatahey, NM, which is approximately 5.5 miles. Approach a Y-Intersection. Take US264 and go about fifteen miles. The Navajo Division of Transportation Complex will be on the left side of US491 on Indian Route 54.

All proposals and bid forms shall be sent in sealed envelope, clearly marked with the following information:

RFP Bid Number: "26-07-4208DB"

Description or Title: "UPM Cold Mix Material Purchase and Delivery"

Contact Persons: Darren Begay, Buyer
Navajo Nation OOC- Purchasing
Department Phone: (928) 871-6314
Email: darren.begay@navajo-nsn.gov

Joseph Peterman, Department Manager III
Navajo Division of Transportation - Department of Roads
Phone: (505) 481-2798
Cell: (505) 619-6357
Email: jpeterman@navajodot.org

Please submit an Original and three (3) copies of proposal.

PART I

INFORMATION ONLY - NO RESPONSE TO THIS SECTION IS REQUIRED

- A. This Request for Proposal (RFP) provides the prospective respondents with sufficient information that will enable them to prepare and submit a proposal for consideration.
- B. This RFP contains instructions governing the proposals to be submitted and the materials to be included. These are mandatory requirements which must be met to be eligible for consideration. Failure to adhere will result in a "Non-Responsive" Status.
- C. SCHEDULE OF ACTIVITIES AND TIMELINES:

Schedule of Activities	Timelines
Prospective respondents "Inquiry Timeline." All inquiries and questions will be answered prior to this date. If needed, an Addendum will be issued to all vendors who requested a copy of the RfP to ensure they all received the same information. No questions accepted after this date.	Wednesday, July 29, 2026, at 5:00 p.m.
Due date for all proposals	Friday August 14, 2026, at 3:00 p.m.
Bid Opening of proposals and evaluations by the Review Panel	Tuesday, August 18, 2026
Award of Purchase	By or before Monday, August 24, 2026

- D. INQUIRIES: Prospective respondents may contact Navajo Division of Transportation (Navajo DOT)-Department of Roads staff via phone call or email in reference to this RFP. No inquiries will be accepted after the inquiring date listed in Section C.
- E. ADDENDUM OR SUPPLEMENT TO THIS REQUEST FOR PROPOSALS: In the event it becomes necessary to revise any part of this RFP, an addendum will be issued. Any respondents that have already submitted a proposal will be notified.
- F. PROPOSALS SUBMISSION: Proposal must be received on **Friday, August 14, 2026, by 3:00 p.m. Mountain Daylight Time (M.D.T)**. Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on Page 2 of this RFP.
- G. NUMBER OF PROPOSALS TO BE SUBMITTED: In the submission of all proposals, one original and three (3) copies must be enclosed in one sealed envelope. The outside of the envelope should be clearly marked with 1) **Respondent's Contact information**, and 2) the "**Bid Number #26-07-4208DB , UPM Cold Mix Material Purchase and Delivery**"

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- H. LATE RECEIPT OF PROPOSALS: Late proposal will not be accepted. It is the responsibility of the respondent to ensure that the proposal arrives at the Navajo Division of Transportation - Department of Roads on or before the date/time specified in section C.
- I. REJECTION OF PROPOSALS: The Navajo Division of Transportation (Navajo DOT) - Department of Roads reserves the right to reject any or all proposals and to waive informalities and minor irregularities in the proposals received.
- J. PROPRIETARY INFORMATION: Any restriction on the use of the information, data, contents contained within the proposals must be clearly stated in the proposal itself. Each and every page of the propriety material must be labeled or identified with the word "Proprietary." Proprietary information submitted in response to this RFP will be managed in accordance with applicable procurement regulations.
- K. PROPOSAL MATERIAL OWNERSHIP: All material submitted in reference to this RFP shall become the property of the Navajo Nation and will not be returned to the respondent. Responses received will be retained by Navajo DOT - Department of Roads and may be reviewed by any person(s) after the final selection has been made, subject to Section J. The Navajo DOT - Department of Roads has the right to use any or all systems, ideas presented in this RFP, subject to limitations in Section J. Disqualification or non-selection of a respondent does not eliminate this right.
- L. INCURRING COSTS: The Navajo DOT - Department of Roads - is not liable for any cost incurred by the Respondent prior to issuance of service contract or a purchase order.
- M. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal of the successful Respondent will become contractual obligation if acquisition action ensues. Failure of the successful Respondents to accept this obligation may result in cancellation of the award and such respondents may be removed from consideration for future solicitation.
- N. ACCEPTANCE TIME: The Navajo DOT- Department of Roads, in coordination with the Navajo Nation Business Regulatory Department and the Navajo Nation Office of the Controller, intends to select the successful Respondent in the time specified in Section C, after the closing date of receipt of proposals.
- O. AWARD OF SERVICE CONTRACT: Upon selection, Navajo DOT - Department of Roads - will initiate the Service Contract in the name of the successful respondent; and the contents of the proposal submitted by the respondent will become part of the contract.
- P. JOINT PROPOSALS: Nothing in this RFP shall be construed to prohibit respondents from entering a consortium for the purpose of offering a proposal in response to this RFP. Parties to a consortium will not be permitted to submit independent proposals in response to this RFP.
- Q. EVALUATION PROCEDURE AND CRITERIA:
 - a. Review Panel: A Review Panel, with specific related technical background, will be selected and evaluate the proposals received in accordance with the general criteria used herein. The review panel may request a meeting for purposes of proposal clarification, and the respondent should be prepared to provide any additional information the Review Panel feels necessary for a fair evaluation of the proposals.

- b. Failure of a respondent to provide any information requested in this RFP may result in the proposal being disqualified. All proposals must be endorsed with the signature of a responsible official having the authority to bind the respondent in the execution of a contract.
- c. The sole objective of the review panel is to select the respondent most responsive to the needs of the Navajo Nation, Navajo DOT, and the Department of Roads. The specification in this RFP represents the minimum performance necessary for a response. Based on the evaluation criteria established in this RFP, the Review Panel will select and recommend the respondent who best meets the objective in the Scope of Work in Part II.
- d. The Technical Proposal Factors will be used to evaluate the proposal(s) based on a 100 points-scale system, with ten additional points for Navajo Nation Priority #1 Businesses, and five (5) additional points for Navajo Nation Priority #2 Businesses.

Evaluation Sheet 26-07-4208DB

Proposal Factors	Requirements	Maximum Points Awarded
Proposal Format	Fifteen single sided pages and spiral-bind proposal	5
Scope of Work	Vendor to describe material, provide specification data sheets and any other documents indicating the adequacy of materials to meet DOT specifications. Include delivery costs and any other information that will be beneficial to this bid.	80 points
Certificate, SAMS Cert. and Insurance requirements	Certificate of insurance, SAMS.GOV document and bonding capability.	5
Communication	How will company communicate with Navajo DOT regarding the procurement process.	5
References	List of four (4) references for companies that your company has provided similar services to.	5
	TOTAL	100
Certified Navajo Nation Business Owner-100%	PRIORITY#1	10
Certified Navajo Nation Business Owner - 51%	PRIORITY#2	5
TOTAL	Total for Priority #1	110
	Total for Priority #2	105
	Total for Non-Priority	100

- R. Per the NAVAJO NATION PROCUREMENT CODE, 12 N.N.C., Section 332(e), in the event that all proposals in a Procurement exceed available funds by 5%, a re-solicitation of work or a reduced scope may be authorized.
- S. STANDARD CONTRACT: Navajo DOT will use the Service Contract reviewed and approved by the Navajo Nation Department of Justice.
- T. RETURN PROPOSAL: The Navajo Nation and Navajo DOT have no obligation in returning any of the proposal received in response to this RFP.
- U. TERM: The term of the Service Contract will be a period of five years from the date of *Notice to Proceed*, with an option to renew the contract for continued services, which will be based upon the availability of funds. Renewal of the contract will be made only upon mutual agreement of both parties.
- V. COMPLIANCE WITH THE NAVAJO NATION BUSINESS OPPORTUNITY ACT:
Proposal
will be opened and evaluated in compliance with the Navajo Nation's Business Opportunity Act, 5 N.N.C., Chapter 2, and Subsection 201 - 215 and the Navajo Nation Procurement Rules and Regulations.

FORMAT AND ORGANIZATION

Requirements: This section of the RFP specifies the format and organization of the proposal (not listed in priority or in any order).

- A. NUMBER OF COPIES: Submit an Original and three (3) copies of proposal.
- B. PROPOSAL FORMAT: Appearance of the proposal is important and professionalism in the proposal presentation should not be neglected. The proposal standards are as follows:
 - a. The proposal shall not exceed fifteen (15) single-sided pages (maximum 8 1/2" x 11"). Submissions exceeding the fifteen (15) single-sided page limit will be considered non-responsive and will be un-rated. All pages include dividers, proposals, photos, charts, graphs, exhibits, letter of interest, etc., are counted toward the fifteen (15) pages.

Proposals submittal should be plastic or metal spiral-bound only. Please do not submit loose paper, these will be considered unresponsive and will be unrated. No folders required, just spiral-bound proposals.

- C. LETTER OF INTEREST: Letter of Interest must be on a Company Letterhead and signed by the president, executive director, or owner of the company/organization.
- D. PROOF OF CERTIFICATIONS: Provide a copy of Certificate of Insurance, SAMS.GOV document, Certificate of Non-collusion, W-9, and Bonding information.
- E. SCOPE OF WORK: Respondent's approach to the scope of work, including the following:
 - a. Describe and provide specifications of materials.
 - b. Provide Delivery costs including tax.

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- F. COMMUNICATION: Describe communication methods with Navajo DOT.
- G. REFERENCES: List of four references that your company. Be sure to provide name, title, company name, address, phone number, and email address. See sample attached.
- H. CERTIFIED NAVAJO BUSINESS: If claiming Navajo Business Owner, **provide proof that business is currently certified by the Navajo Nation - Business Regulatory Department and prioritized under Navajo Nation Council Resolution CAP-37-02 and also under the Section 204 (A)(I) and (2) of the revised Navajo Nation Business Opportunity Act.**
- I. TAXES: All performance under this Contract within the territorial jurisdiction of the Navajo Nation is subject to the six percent (6%) Navajo Sales Tax (24 N.N.C. 601 et seq.).
- J. BID FORM/ PROPOSAL COST: In a **separate sealed envelope**, clearly marked as **..BID FORM # 26-07-4208DB - UPM Cold Mix Material Purchase and Delivery"** and with Respondent's information. The sealed envelope will not be opened by the Review Team until after the proposals have been reviewed and ranked. **If your bid is not in a separate sealed envelope, then your proposal will be considered non-responsive and ineligible for further evaluation.**

SCOPE OF WORK

BID No. 26-07-4208DB – UPM Cold Mix Purchase and Delivery

Navajo Division of Transportation (Navajo DOT), Department of Roads to procure Unique Patching Material (UPM) Cold Mix for Purchase and Delivery

UMP Cold Mix is a ready-to-use asphalt repair material that permanently fills potholes and withstands all weather conditions without the need for primers and tacking materials. It is designed to outlast surrounding pavement, making it a preferred choice for municipalities, contractors, and commercial clients across the U.S. The mix is easy to work with, has a long stockpile life, and can be applied directly to damaged areas for immediate result. Attached are the Standard Specifications for the Bituminous Cold Patch Material UPM Permanent Pavement Repair Material.

All materials meet or exceed FP-14 Material specifications. Include material specifications, delivery, and certificates of compliance for each material.

This RFP will be in place for five years and shall be increased in quantity once funding is made available for additional purchases. All materials shall be delivered to the Navajo Division of Transportation, Department of Roads. Take Exit 20 from I-40. Take US491 from Gallup, New Mexico to Yatahey, New Mexico which is approximately 5.5 miles. Approach a Y-intersection. Take US264 west and travel fifteen (15) miles. The Navajo Division of Transportation Complex will be on the left side of US491 on Indian Route 54.

UPM Cold Mix Material Purchase and Delivery
Bid Number: 26-07-4208DB

End of RFP.

See Attachments in the Exhibit

Attachments

- 1) Specifications – UPM cold mix
- 2) Bid Form
- 3) Addendum Acknowledgement
- 4) Sample to Provide References
- 5) Navajo Nation Certification regarding Debarment, Suspension, and Contracting Eligibility
- 6) Navajo Nation Certification Regarding Non-Collusion



Specification – UPM® Cold Mix Bags and Pails

GENERAL:

These UPM® bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions.

The bituminous patching mix shall consist of asphalt and crushed limestone aggregate within prescribed quantities and specifications to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:

The bituminous material shall be UPM® liquid asphalt blend, from UNIQUE Paving Materials Corp. (UNIQUE), Cleveland, Ohio or from one of its approved blending facilities. The UPM blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume % Minimum	Total Distillate Maximum	Volume % Minimum	Original Sample Maximum
to 437°F (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C) % Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION:

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	50 to 425 Poise (10 ⁻¹ Pa x s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	50 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 gram. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

CERTIFICATE OF ANALYSIS:

A certificate of analysis stating the material meets the above requirements shall be made available upon request.

CONTAINER:

UPM bag mix shall be supplied in 50-lb. bags (22.7 kg) consisting of $\pm 0.5\%$ co-extruded skid resistant nylon. The bags shall come palletized 56 bags per pallet.

UPM pail mix shall be supplied in 60-lb. pail (27.3 kg) consisting of $\pm 0.5\%$ plastic buckets. The buckets shall come palletized 36 pails per pallet.

CONTRACT:

Before being awarded a contract, a successful bidder will be required to furnish an affidavit that this product meets or exceeds the above specifications. The affidavit shall have attached, an analysis done by an independent testing laboratory, certifying that the material conforms to these specifications. If the successful bidder does not submit the affidavit of the lab analysis, they will not be awarded the contract.

PERFORMANCE GUARANTEE:

The supplier of the material shall guarantee the performance of the patching mix to meet the following requirements:

- A. When properly stored, the bagged material shall remain workable for its designated climatic conditions for a period of not less than 18 months.
- B. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the department.

UPM® is a registered trademark of UNIQUE Paving Materials Corp.

AGGREGATE:

The aggregate shall be 100% crushed limestone and shall meet the following requirements:

SIEVE ANALYSIS ASTM C 136

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing
1/2" (12.5 mm)	-	100
3/8" (9.5 mm)	100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85
# 8 (2.36 mm)	10 - 40	5 - 40
# 16 (1.18 mm)	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 - 5

Soundness Loss (Sodium, 5 cycles)	ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss	ASTM C 131	45.0% maximum
Specific Gravity	ASTM C 127	2.45-2.85
Absorption	& 128	3.0% maximum
Minus 200 Sieve (0.075 mm) Wash Loss	ASTM C 117	2.5% maximum

MIXTURE:

The UPM[®] asphalt cold mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min - 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) of Extracted Aggregate	ASTM C 117 &	
	ASTM C 136	4.0% Maximum ²
Shelf Life		18-Month Minimum

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075 mm) Wash Loss on the raw aggregate before the production of **UPM** mix. That value is necessary to minimize the effect of the plant when producing the finished **UPM** cold mix.

Bid Form
Bid: 26-07-4208DB - UPM COLD MIX PURCHASE AND DELIVERY

CONTRACTOR _____ DATE _____

TOTAL PROPOSAL COST

Description	Quantity	Unit	Unit Cost	Total Cost
UMP Cost		EA		
Delivery Price		EA		
Navajo Nation Taxes 6%				
Total Bid Cost				

Addendum Acknowledgement

Addendum:

In submitting this Bid, Respondent represents that: *Respondent has examined and carefully studied the RFP and attachments, and any data and reference items identified in the RFP documents, and hereby acknowledges receipt of the following Addenda:*

Addendum No:

Addendum Date:

Respondent will complete the Work in accordance with the Contract Documents for the following price(s):

Respondent's Acknowledgement Signature:

Name and Title

Company Name

SAMPLE TO PROVIDE REFERENCES

Reference One:

John Doe, Owner

Company Name: Speedy's C-Stores

P.O. Box 123

Window Rock, AZ 86515

Phone: (928) 871-1000

Email: jdoe@yahoo.com

Scope of work: Currently rents semi-trucks and belly dumps to Speedy's C-Stores on the Navajo Nation in Arizona.

Reference Two:

Jane Doe, Owner

Company Name: Navajo Nation Transit Department

P.O. Box 456

Tuba City, AZ 86515

Phone: (928) 283-1000

Email: janed@yahoo.com

Scope of work: Currently rents fuel tanks to the Navajo Nation Transit Department in Fort Defiance, Arizona.

Navajo DOT may contact the references for performance appraisal.

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and Contracting Eligibility

Consultant/Project Name

Project/Work Location

1. Applicant acknowledges, in accordance with the Navajo Nation Procurement Act, 12 N.N.C. §§ 301 *et seq.*, as amended from time to time, to the best of its knowledge, that Applicant, in either its present form or in any other identifiable capacity, has not:
 - a. been convicted in any jurisdiction of 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 of 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 contract specifications, purchase descriptions, or within the time limit provided in the contract; or
 - ii. a recent record of failure to perform, or of unsatisfactory performance, with the terms of any contract;
 - e. 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 the Navajo Nation or 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 that this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds to terminate the procurement award or executed 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

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