

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