

**NAVAJO NATION CERTIFICATION**  
**Regarding Debarment, Suspension, and Contracting Eligibility**

\_\_\_\_\_  
 Consultant/Project Name

\_\_\_\_\_  
 Work Location

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

\_\_\_\_\_  
 Applicant Name

\_\_\_\_\_  
 Printed name individual signing on Applicant's behalf

\_\_\_\_\_  
 Applicant Address

\_\_\_\_\_  
 Title of individual signing on Applicant's behalf

\_\_\_\_\_  
 Applicant Address

\_\_\_\_\_  
 Signature of individual signing on Applicant's behalf

\_\_\_\_\_  
 Applicant Address

\_\_\_\_\_  
 Date