

FORM A (Standard Contract)

**SERVICES CONTRACT
BETWEEN
THE NAVAJO NATION
AND**

[]
[]
[]

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING _____, _____
ENDING _____, _____

PAYMENTS TO BE MADE FROM: Account: _____ - 6100 Fees \$ _____
Account: _____ - 6150 Expenses \$ _____

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ _____

UNDER THE TERMS AND CONDITIONS OUTLINED IN:
ATTACHMENT A – Mutual Promises and Agreements
ATTACHMENT B – Scope of Work

INCLUSIONS:
EXHIBIT A – Budget
EXHIBIT B – Consultant Credential
EXHIBIT C- Proof of Insurance

Employer's Identification No.: _____
or
Consultant's Social Security No.: _____

SIGNATURES OF CONTRACT

For the Contractor/Consultant:

For the Navajo Nation:

Date

Jonathan Nez, President Date
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

SERVICES CONTRACT

ATTACHMENT A – Mutual Promises and Agreements

This Contract is made and entered into by and between the Navajo Nation, hereinafter called “**NATION**”, and _____ hereinafter called ‘**CONSULTANT**’. The parties agree as follows:

1. The **NATION** agrees to utilize the services of the **CONSULTANT** for a period of _____ (____) hours; or _____ (____) days; for the period, beginning _____, 20____, and ending on _____, 20____.
2. The **CONSULTANT** agrees to perform the services described in **ATTACHMENT B**-Scope of Work. Any changes to the scope of work must be agreed to be the parties through a formal modification of the Contract under Section 12.
3. The **NATION** agrees to compensate the **CONSULTANT** for work or services under this Contract by paying to the **CONSULTANT** a sum not to exceed \$_____ as per EXHIBIT A – Budget.
4. The **CONSULTANT** shall work with the _____, under the direction/supervision of 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 expenditure(s) invoiced must be supported by receipts.
5. 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. The liability of the Navajo 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 this Contract.
7. The **CONSULTANT** is authorized to travel under this Contract. The **CONSULTANT** will provide services on the Navajo Nation, located in _____, and if necessary at _____.
8. The **CONSULTANT** shall act as an independent contractor and will not receive any benefits to which the **NATION**’s permanent employees are entitled.
9. 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. Copies of all correspondence, reports and invoices under this Contract shall be furnished to the:

[INSERT PROGRAM CONTACT TO RECEIVE DOCUMENTS]

NOTE: The final invoice will be due thirty (30) days after the Contract ends, and a **“Release of Claims”** form must be submitted.

11. The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, expenses, or other liability whatsoever, arising out of or in connection with the **CONSULTANT**'s work or services under this Contract including, but not limited to, any accident or injury to person or property. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of Tribal officials or employees as provided for and in accordance with 1 N.N.C. §§ 551 *et seq.*
12. 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 20% of the original accepted bid shall be handled pursuant to 2 N.N.C. § 223(F).
13. All disputes over the performance of services provided in the execution of 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.
14. The **NATION** may terminate this Contract at any time if the **CONSULTANT**'s work or services provided are not satisfactory, if the **CONSULTANT** fails to submit required reports and other documents as requested by the **NATION** within defined time schedules, or if the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment.
15. The **CONSULTANT** shall comply with the application of the **NATION**'s 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.*, and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.*; unless there are some provisions from the funding source that prohibits the adherence to the law.
16. Costs incurred before the finalization of this Contract which are deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the parties may be paid.
17. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the 5% Navajo Sales Tax. 24 N.N.C. §§ 601 *et seq.* The **CONSULTANT** shall segregate, on each invoice, work performed within and outside the territorial jurisdiction of the Navajo Nation. The Navajo Nation shall withhold from each payment to the **CONSULTANT** 5% of the total

invoice amount associated with work performed within the Navajo Nation. This amount reflects the Navajo Sales Tax due on such invoice amount. This 5% shall be transferred to the Office of the Navajo Tax Commission as a payment of the tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return required under the Navajo 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 Navajo 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.

18. If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity, has an outstanding money judgment against it in favor of the Navajo Nation or a delinquent accounts receivable debt which is due and owing to the Navajo Nation, **CONSULTANT** is ineligible to enter into this Contract pursuant to 12 N.N.C. § 1505, and this Contract shall be null and void; provided, pursuant to a settlement agreement executed by **CONSULTANT** and the Attorney General authorizing the **NATION** to offset its money claim against any amount the **NATION** owes to or has an account payable to the individual, business, corporation, partnership or other entity, said money claim against **CONSULTANT** shall not be considered outstanding, prior malfeasance by **CONSULTANT** shall be considered cured, and this Contract shall be deemed valid.
19. As a condition precedent to this agreement, the **CONSULTANT** shall 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 Navajo Nation as an additional insured and the **CONSULTANT** shall notify the contracting program and the RMP, within two days of any change in the insurance policy. Proof of such insurance is attached as Exhibit C, which is made part of the Contract. The failure to fully comply with this provision shall render this Contract null and void.

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

SERVICES CONTRACT

EXHIBIT A – Budget

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

CONTRACT BUDGET

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - 6100	Consultant Fees	\$ _____
_____ - 6150	Consultant Expenses	\$ _____
TOTAL CONSULTANT SERVICE BUDGET:		\$ _____

BUDGET JUSTIFICATION FORMULAS:

6100 Cost Estimate – Consultant rate per day (or hour) x the number of work day or hours).

6150 Cost Estimate – (Required travel miles x .365 per mile) + (Meals allowance per day x number or required travel days) + (Lodging allowance per day x number of required travel days) + (Estimated commercial fares x number of required air travel trips).

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____