

**REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE**

SECTION I

INFORMATION ONLY, A RESPONSE TO THIS SECTION IS NOT REQUIRED

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Telecommunication & Utilities (NNTU), Division of General Services, Navajo Nation, P.O. Box 2928, Window Rock, Arizona. The contact person for this RFP is Ms. Pearl Lee, Program Manager I, NNTU.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:**
This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP, and may request a copy of Navajo Nation procurement regulations from the NNTU Program Manager at any time up to the Deadline for Proposals.
- E. **SCHEDULE OF ACTIVITIES:**
- | | DEADLINE: |
|--------------------------------------------------------------------------------------------------|---------------------------------------|
| 1. Public Advertisement | July 11, 2022 |
| 2. Proposals will be sent to vendors on our current listing | July 11, 2022 |
| 3. Site visits (optional) | July 27, 2022 |
| 4. Prospective respondent's written question deadline
(No questions accepted after this date) | July 27, 2022 |
| 5. Responses to questions | July 28, 2022 |
| 6. Due date for proposals | August 05, 2022
4 p.m. MDST |
| 7. Opening of proposals and evaluation by
Review Team or Program Manager | August 08, 2022 |
| 8. Award date for contract
Pending Legislative Review-164 process | October 01, 2022 |

**REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE**

- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Pearl Lee, Program Manager I, NNTU at pearllee@navajo-nsn.gov No inquiries will be accepted after the inquiry deadline listed in section E. NOTE: Inquires shall reference Elevator Repair & Maintenance Services Bid Number No. 22-06-2825LE
- G. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before 4:00 p.m., August 05, 2022 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to insure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. No electronic submittals. Late proposal will not be accepted.
- I. **NUMBER OF PROPOSAL COPIES:** Four hard copy sets of the written bid proposal with electronic copy on jump drive and in separately sealed envelope, four hard copy sets of the cost proposal. All should be sealed in an envelope with the outside of the envelope clearly marked with the project name- "Elevator Repair & Maintenance Services Request for Proposal & Bid Number No. 22-06-2825LE-DO NOT OPEN" –and the name and address of the firm submitting the proposal.

Proposal Format:

Bidders shall provide information in the following format:

Part A. Written Proposal

- a. Section 1: Cover Letter and Bidder overview*
- b. Section 2: Company Credentials, Qualification, Experience and Staff Resume
- c. Section 3: Response to Scope of Work
- d. Section 4: List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last five years.
- e. Section 5: Signed W-9 Form and Suspension/Debarment Form
- f. Section 6: Certification of Insurance

Part B. Cost Proposal (Sealed separately in envelope)

- g. Cost per site for each period
 - i. October 01, 2022-September 30, 2023
 - ii. October 01, 2023-September 30, 2024
 - iii. October 01, 2024-September 30, 2025
 - iv. October 01, 2025-September 30, 2026
 - v. October 01, 2026-September 30, 2027

REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE

***Vendor must include a statement in Cover Letter (Section 1) that they agree to terms of the sample Navajo Nation contract template (see attached).**

- J. **COST PROPOSAL:** Cost proposals shall be sealed separately. Only when respondents have met the minimum qualification will the cost proposals be opened. If respondent fails to submit cost separately from proposal will result in respondent deemed non-responsive.
- K. **REJECTION OF PROPOSALS:** NNTU reserves the right to reject any and all proposals. This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the NNTU Program Manager determines it is in the best interest of the Navajo Nation.
- L. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each and every page of the proprietary material must be labeled or identified with the word "proprietary".
- M. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become property of The Navajo Nation and will not be returned to the respondent. Responses received will be retained by NNTU and may be reviewed by any person after final selection has been made, subject to paragraph L above. NNTU has the right to use any or all system ideas presented in reply to this RFP, subject to limitations in paragraph L above. Disqualification or non-selection of a respondent or proposal does not eliminate this right.
- N. **INCURRING COSTS:** NNTU is not liable for any cost by the respondents prior to issuance of a contract.
- O. **ACCEPTANCE TIME:** NNTU intends to make a vendor selection within five (5) working days after the closing date for receipt of proposals.
- P. **SUFFICIENT APPROPRIATION:**
A contract awarded as a result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall effect such termination or reduction in scope. The NNTU Program Manager's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.
- Q. **EVALUATION PROCEDURES AND CRITERIA.**
1. An evaluation team will judge the proposals received in accordance with the general criteria used herein. The team may request oral presentations by respondents. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.

**REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE**

2. Failure of a respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the respondent to the execution of a contract.
3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of NNTU. The specifications in this RFP represent the minimum performance necessary for a response. On the basis of the evaluation criteria established in this RFP the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NNTU Program Manager may elect to evaluate RFP solely.
4. Evaluation Criteria: The following criteria will be used by an adhoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for NNTU.

Qualifying Point Criteria:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------|
| a. Company Credentials & qualifications in performing the services sought. | 0-10 points |
| b. Resume or other description of qualifications of relevant experience and knowledge. | 0-15 points |
| c. Responsiveness to Scope of Work | 0-25 points |
| d. List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last five years. | 0-10 points |
| e. Navajo Nation vendor, Priority 1 or 2 | 0-10 points |
| Subtotal, possible points 70* | |

*Must obtain a minimum of 50 points to qualify for opening of cost proposal. Otherwise, respondent is disqualified.

Cost Point Criteria:

- | | |
|---------------------------------------------------|-------------|
| f. Delivery of all services at a reasonable cost. | 0-30 points |
| Total possible points=100 | |

R. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to the RFP (see attached contract template).

S. **TAX:**
All appropriate taxes should be included in cost of services including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. Section 601 et. seq.).

**REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE**

T. **TERM:** The term of this contract will be for a period of five (5) years from date of award.

U. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.

V. **COMPLIANCE WITH LAWS AND REGULATIONS:**

The successful Vendor shall comply with all Federal, Tribal, State, and Local laws, regulations and Navajo Nation rules and policies pertaining to work under its charge, and shall, at its expense, procure any permits that may be required.

W. **INDEMINIFICATION:**

To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions and performance under the contract. The Vendor further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision.

**REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE**

SECTION II

A. BACKGROUND

The Navajo Nation Telecommunication & Utilities (NNTU) within the Division of General Services is responsible for administering, managing, and planning for the telecommunications and utility activities for the Navajo Nation governmental offices.

NNTU is requesting for Elevator Repair & Maintenance Services for designated Navajo Nation governmental offices in Window Rock, St. Michaels and Fort Defiance, Arizona.

B. SCOPE OF WORK

I. INTENT OF SPECIFICATIONS

The Contractor shall provide full service elevator maintenance and repair services for the following sites:

Window Rock, AZ

- Administration Building No. 1 – Building No. 2559
- Administration Building No. 2 – Building No. 2296
- Abandoned Mine Land (AML) Reclamation- Building No. 3783
- Dine Education Center – Building No. 2556
- Public Safety Complex – Building No. 2657

Fort Defiance, AZ

- Navajo Transit System – Building No. 7159

St. Michaels, AZ

- Karigan Professional Building – Building No. 2922

II. STATEMENT OF WORK

A. The Contractor shall provide all labor, material, repair parts, emergency repair and preventive maintenance required to maintain the hydraulic elevators and their respective equipment components in accordance with the original manufacturer's design specifications, operational efficiencies, and capacities.

B. Owner reserves the right to add and/or delete (with 30 days notice) equipment as may be required during the contract period at negotiated rates through contract modifications.

C. Maximum allowable response time for any given elevator is 24 hours from the time the call for service is placed. Maximum allowable down time for any given elevator is 24 hours. Owner understands there may be concessions due to parts availability, etc., and those incidents will be handled individually.

REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE

D. The Contractor shall provide a preventive maintenance program to deliver service tailored to the buildings specific needs. Equipment type, component life, equipment usage, and building environment will be taken into account when planning routine short and long term maintenance schedules and records for each elevator. The units will be provided with devices to monitor equipment usage, if available. Industry Standard work processes will be used. All equipment, materials and installation shall conform to: ANSI, A17.1 The American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI, A17.2 American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code.

E. The Contractor will use trained, licensed personnel directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the hydraulic elevator equipment in proper and safe operating condition.

F. The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

1. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.

2. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.

3. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.

4. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system platform, wood platform flooring, in the elevator car, car guide rails, car guide shoes, gibs or rollers.

5. Filters, mufflers and muffler components.

6. Examine quarterly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.

7. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring, as warranted.

8. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the OWNER Contract Coordinator copies of the M.S.D.S. for all materials stored on-site.

9. In accordance with the manufacturer's specifications, conduct an analysis hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluids as required. A copy of the findings shall be furnished the OWNER Contract Coordinator within thirty (30) calendar days of the analysis.

10. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE

11. Provide training to Navajo Nation Facilities Maintenance personnel to reset elevator for any minor malfunction (whether it is due to a random elevator malfunction or power outage) except for items in the car enclosure (handrails, mirrors, etc).

12. Contractor will follow Navajo Nation COVID-19 safety protocols in place (ie. mask requirement, social distancing, etc.).

G. The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the OWNER Contract Coordinator's prior approval:

1. Emergency lighting, bulbs, batteries, trickle charger and all related wiring and components.

2. Elevator Management Systems, Consoles, CRTs keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices directly related to Elevator Communication.)

3. Fire Emergency Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).

4. Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).

5. All handicap devices that are part of the elevator system.

6. All elevator related earthquake devices.

H. The Contractor shall make all repairs necessary due to normal wear and tear. The Owner shall pay for repairs due to abuse or misuse and shall retain the right to obtain competitive prices for repairs of this nature. The Contractor shall notify the Owner in advance of such needed repairs and shall provide a written estimate of cost.

I. The Contractor shall notify Owner in advance of any suggested and/or required upgrades, and shall provide a written estimate of cost. Owner shall retain the right to obtain competitive prices for items of this nature.

J. The Contractor shall have no responsibility for the following items of elevator equipment, which are not included in this contract: Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffuses, light tubes and bulbs, handrails, mirrors, carpets, tile flooring); hoistway gates, doors, frames and sills; casings and buried piping. Cylinders and plungers shall not be included.

III. TESTS AND REPORTS

A. Yearly inspection and report: Contractor shall conduct, annually a non-load, low speed test of elevator car and counter weight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as required by ANSI A17 code. As required, contractor shall conduct a rated load, rated speed safety test and a test of governors safeties and buffers. The result of each test shall be delivered to the OWNER Contract Coordinator in writing within fourteen (14) days of date of test.

REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE

B. Annual performance evaluation and report: Contractor warrants that it shall conduct annual evaluations of equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and system operation, including traffic handling response time and step indexing. The result of the evaluation and report shall be delivered to the OWNER Contract Coordinator in writing within thirty (30) days of test.

C. Contractor reports – Operation problems: Contractor shall immediately communicate verbally and in writing within two (2) days to the OWNER Contract Coordinator the discovery, cause and correction of all potential operational problems of an unusual or potentially hazardous nature that the contractor becomes aware of. A letter is to be sent to the OWNER stating causes and corrective action.

D. Contractor operation records: Contractor shall maintain schedules, operations logbooks, inventory lists, equipment specifications and drawings, if available which describe the elevator installations covered by these specifications and the services performed. These documents shall be made available to the OWNER Contract Coordinator upon request. Contractor records must be furnished in paper form.

IV. INFORMATION LIBRARY REQUIREMENTS

The contractor shall have and maintain, for the duration of the contract period, a reference library consisting of manufacturer's equipment maintenance schedules, equipment schematics, layouts, parts list, etc., and other basic information needed to properly maintain the included elevator systems. Upon termination of the contract, OWNER shall become sole owners of these records.

V. PERSONNEL QUALIFICATIONS

A. Only trained and Licensed service technicians shall be used to perform repairs and maintenance services stipulated in this contract. Service Technicians assigned by the contractor must be fully qualified in all aspects of maintenance to be performed, including repairs that may become necessary during the term(s) of this contract.

B. The Contractor shall have and maintain backup technicians who are qualified in all respects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems.

C. During the performance of maintenance services, all employees of the Contractor shall display a Company issued picture ID badge and the assigned technicians shall wear approved uniforms to be provided by the Contractor. Uniforms are to bear the Contractor's emblem and the technician's name. Uniforms shall be maintained in clean and serviceable condition. The wearing of a uniform is to identify the technician with the Contractor's organization.

VI. SUPERVISION AND ADMINISTRATION

A. The Contractor agrees to maintain complete accurate records of ALL maintenance services performed, repairs made, and replacement parts used and billed for during the period of this contract. Maximum use shall be made of the preventive maintenance program to identify and forecast routine elevator and elevator equipment maintenance requirements. All equipment defects and deviations from normal operating characteristic and specifications shall be recorded on the preventive maintenance services.

REQUEST FOR PROPOSAL
ELEVATOR REPAIR & MAINTENANCE SERVICES
BID NO. 22-06-2825LE

B. The Contractor agrees to furnish the OWNER, a copy of each work order and that work order shall be annotated with the name of the persons authorizing the work, the scope of the work, and the nature of the original complaint and/or problem with the recommended corrective actions to be taken by the contractor.

VII. WORKING HOURS AND RESPONSE TIME

A. All routine work shall be performed during regular working hours and days. Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for services within 24 hours of notification of an emergency during regular working hours. The Contractor shall respond within 48 hours during other than regular working hours and days. Response, as defined herein, shall mean that a serviceman shall be on the job site and prepared to work within the indicated time frame after being notified by Owner.

B. This contract includes 24-hour call back service to be furnished on request of Owner, to take care of minor and/or major elevator malfunction detected between scheduled maintenance examinations. Call back response times shall be as indicated in paragraph "A" above

C. Any conditions that impede the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public or Owner employees will be considered as an emergency. Calls for emergency service must be responded to in person within 24 hours. Service will be required twenty-four (24) hours a day, five (5) days a week, holidays excluded. When a person is stuck in an elevator, virtual on-the phone response time shall be no longer than (45) minutes to provide guidance due to the health and safety of the trapped individual(s) as first response prior to onsite repair.

VIII. TOLL-FREE TELEPHONE

The contractor shall provide to the Owner, if necessary, a toll-free telephone number for contacting the contractor's office during normal and non-duty hours and during non-duty and holidays, twentyfour (24) hours per day, seven (7) days per week.

IX. QUALIFICATIONS OF BIDDERS

A. All respondents on this project shall have an active organization specializing in the field of providing full service elevator maintenance work as described in this Request for Proposal.

B. The organization must employ a minimum of two (2) technicians specializing in this general type of work for the past five (5) consecutive years.

C. The contractor or authorized representatives shall be available upon request for joint inspections with representatives of the NNTU. ALL services performed shall be subject to inspection and approval of the NNTU.

**FORM 1
(ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT BETWEEN
THE NAVAJO NATION AND**

Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)

Consultant's physical address, state and zip code

Consultant's telephone number

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING _____
ENDING _____

PAYMENTS TO BE MADE FROM:

Account: _____ - _____ Fees: \$ _____

Account: _____ - _____ Expenses: \$ _____

Account: _____ - _____ Taxes: \$ _____

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ _____ 0.00

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

- ATTACHMENT A – Mutual Promises and Agreements
- ATTACHMENT B – Scope of Work

EXHIBITS:

- EXHIBIT A – Accounting Codes and Budget
- EXHIBIT B – Consultant Credentials
- EXHIBIT C – Certificate of Insurance

Employer's Identification No.: _____

or

this number must match Form W-9

Consultant's Social Security No.: _____

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’Nancees’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 Date
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

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.