

**REQUEST FOR PROPOSAL  
WEB-BASED RADIO FREQUENCY NETWORK DATABASE DEVELOPMENT  
BID NO. 22-06-2843LE**

**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:**
- |  | <b>DEADLINE:</b>               |
|--|--------------------------------|
| 1. Public Advertisement  | July 18, 2022                  |
| 2. Proposals will be sent to vendors on our current listing                                      | July 18, 2022                  |
| 3. Prospective respondent's written question deadline<br>(No questions accepted after this date) | July 28, 2022                  |
| 4. Responses to questions  | July 29, 2022                  |
| 5. Due date for proposals  | August 04, 2022<br>4 p.m. MDST |
| 6. Opening of proposals and evaluation by<br>Review Team or Program Manager                      | August 05, 2022                |
| 7. Award date for contract<br>Pending Legislative Review-164 process                             | September 01, 2022             |

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- 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](mailto:pearllee@navajo-nsn.gov). No inquiries will be accepted after the inquiry deadline listed in section E. NOTE: Inquires shall reference "Web-based Radio Frequency Network Database Development- Bid Number No. 22-07-2843LE".
- 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- Web-based Radio Frequency Network Database Development- Bid Number No. 22-07-2843LE-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 for services

**\*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.

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- 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.
  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.

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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 ad hoc 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.).
- T. **TERM:** The term of this contract will be for a period of 1 year.

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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.

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**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 responsible for maintaining the Navajo Nation RF (Radio Frequency) Network that provides critical two-way communication for first responders, police, fire, and EMS. The RF Network comprising 53 sites throughout the Navajo Nation spanning into three states, Arizona, New Mexico, and Utah.

The purpose of this project is to continue the implementation of functional requirements for the NNTU Enterprise Geographical Information System (GIS) and ensure the appropriate control and support mechanisms are in place for the on-going development of our web-based database to house information on the Navajo Nation Radio Frequency Network sites. It is the goal of this project for NNTU to have a fully available cloud-hosted GIS.

**B. SCOPE OF WORK**

In general, the project consists of two main tasks:

- Site Data collection involving a detailed field survey of NNTU owned/leased and managed telecommunications sites including outside and inside plant
- NNTU GIS Update involves the update for the NNTU GIS system to provide the capability of displaying the newly collected data based on NNTU GIS System requirements.

Detailed descriptions of the activities and requirements as follows:

**B.1. Site data collection**

The contractor shall conduct a site survey per network site to collect comprehensive data of the two-way radio network facilities and the radio structure focusing on antennas and cables used by NNTU or agencies managed by NNTU as follows:

- **Site survey**

The contractor shall perform the following activities per site:

- Take a virtual 360-degree, aerial photographic tour of all compounds on the Site. Capture site features in HD imagery at every angle.
- Take aerial HD photography focusing on antennas and cables, used by NNTU or agencies managed by NNTU.
- Take HD and 360-degree photography of ground equipment (i.e., shelter, cabinets, etc.) focusing on devices used by NNTU or agencies managed by NNTU.
- Perform equipment inventory (e.g., serial numbers, part numbers, etc.) based on information provided by NNTU for the existing network elements.

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- Provide sufficient photography data to support the future development of site visualization applications such as real-time dimensioning and 3D viewing.
- Survey deliverables per site  
Provide and deliver through a cloud storage folder, site specific data sets
  - Individual site survey report including but not limited to site coordinates, site facilities, road access details, RF network device inventory.
  - Individual HD aerial photography data repository
  - Individual HD 360 photography data repository
  - Individual RF network equipment photography data repository
- General requirements for site survey
  - The contractor must conduct the data collection using unmanned aerial vehicles (UAVs) capable of following automated flight plans. UAVs must be able to maneuver for collision avoidance with static infrastructure, i.e., have a collision avoidance and obstacle detection system.
  - Surveyors must collect comprehensive data on the entire site, all in one visit.
  - Drone operators must have remote pilot certification from the FAA (Federal Aviation Administration).
  - Provide data clean-up/formatting as necessary. All data files must be named with the site identification number for easy access.
  - The contractor must have licensed software or an application that allows upload automatic flight missions into the UAV. It also must be able to export detailed information of the missions (Latitudes, longitudes, waypoints setting, expected flight time and estimated images). This software or application also needs an enhanced 3D option to improve the quality of 3D structures with a Perimeter or Crosshatch flight path. Each flight mission must be standard for each site, minimum changes are allowed due to the site conditions and obstacles, but this must not affect the quantity and the angles of the images collected.
  - Aerial pictures collection with UAVs must include all angles of the target site, it must be a minimum rate of pictures of 0.5seg/img along of 360° of the targets in 3 different heights as minimum (Depends on the maximum height of the site), different panoramic views of the site are required as well.
  - The contractor must have a standard procedure for the ground 360° pictures collection. It must allow the collection of all angles of the site and the visualization of the whole equipment inside of the shelter (If is required) and a general outside view. These pictures must be prepared and processed by the contractor to support a web application that allows a walkthrough for each site.
- General requirements for site survey tools and equipment
  - Drone (UAVs) specifications  
UAV's must have a flight autonomy between 30 and 45 minutes, a max flight distance of 20km, a minimum resolution camera of 3850 x 2160 px (4K) and the following gimbal requirements:
    - Mechanical Range Tilt: -135–45° Pan: -100–100°
    - Controllable Range Tilt: -90–30° Pan: -75–75°

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- Stabilization 3-axis (tilt, roll, pan)
- Max Control Speed (tilt) 120°/s
- 360° camera specifications  
As minimum the 360 cameras should support:
  - Minimum Photo resolution of 3850 x 2160 px (4K)
  - Support Photo format insp, JPG.
  - Support a 6-gyroscope axis
  - 2 hours autonomy

**B.2. Geographical Information System (GIS) engine update**

The contractor shall provide a GIS engine and an online platform where anyone from the NNTU team could consult all the information collected in the site survey. The systems should be designed to work primarily with GIS data, where geographic features (e.g., towers) represent assets. It must integrate with the current NNTU ArcGIS Online Engine. The web application shall meet the following requirements and features:

- **General requirements**
  - Map should be comprised of ESRI ArcGIS Online Services. The software should not require converting to a different format.
  - Core system must be configurable for unlimited asset types and asset groups without additional licensed modules or licensing cost. System MUST be non-modular for asset types and functional groups.
  - System should utilize the ESRI geodatabase as the only asset database/repository and link to it out of-the-box without additional add-ons or software licensing. All asset geometry and attributes must reside in the geodatabase.
  - System should not set limits on the number of assets or the size or complexity of the asset data, other than those imposed by the underlying ESRI software.
  - Must support multiple map services, specific to users or groups of users, to meet the various GIS needs of each department.
  - Ability to select assets in the GIS map and open the associated data survey to the selected assets.
  - Ability to locate, filter, select assets by multiple features.
  - Provide the mapping tool as a usable interface to be located on the site survey portal website.
- **Internal GIS portal development**

Develop and update several custom internal applications aimed at making GIS data accessible to NNTU staff. The portal will contain all the layers hosted on an ArcGIS Online system, allowing staff to search for information relating to site data, equipment inventory, FCC (Federal Communications Commission) regulatory information, Radio frequency coverage, etc. The contractor is fully responsible for collecting, and analyzing the data, as well as for the creation, maintenance, and update of feature layers.



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- Creation, maintenance, and update of feature classes and layers  
Create an interactive, multi-layer, user-friendly mapping tool that generates comprehensive RF Network analyses of multiple inputs (e.g., RF coverage, RF frequency, FCC (Federal Communications Commission) callsign, Network Customer, FCC (Federal Communications Commission) Regulatory data, etc.). Update existing layers with site survey collected data. Add records of new surveys and/or updates to existing site records on existing database.
- RF propagation, coverage prediction and service maps classes and layers  
Contractor must generate RF propagation layers employing state of the art radio planning software such as Forsk Atoll, Pathloss 5.0 or equivalent. Contractor must make use of the most up to date geographic data available for the generation of the coverage prediction maps.
- Site data visualization platform  
The contractor must provide an online platform where anyone from the NNTU team could consult all the information collected in the site survey. This information must be displayed clearly, friendly, and easy to manage. This platform must be able to embed the mapping process executed in ARCGIS, for that reason, must have an engine or API (Application Programming Interface) that allows this web integration and the automatic mapping update through ARCGIS. Additionally, the platform must have a user management functionality which allows to create, edit, delete, and update all the platform user and the roles inside of the app. The applications must integrate with the NNTU GIS site data portal, in the case the contractor cannot integrate with NNTU GIS system contractor could develop one of their own. The platform must include as minimum:
  - Ability to create internal user profiles
  - Must meet the industry state of the art security requirements
  - Web applications to display site survey data
  - Web applications to display site HD imagery
  - Web applications to display site Aerial HD imagery
  - Web applications to display site 360 HD imagery. For the 360 visualizations in the platform, contractor must process the data and use an engine or API that allows the web embedment to the main webpage platform. These walkthroughs for each site must be available for any user inside of the platform.
  - Web applications to display site inventory
- License requirements  
The contractor must provide all the required Licensing for the operation of the system, i.e. ArcGIS core licensing, ArcGIS Drone2Map etc. Provide cost per year.

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**C. PROJECT SCHEDULE**

The Contractor shall provide project schedule and timeline along with deliverables.

**C. COST**

Cost proposal shall be quoted as following:

- Cost per site: Assuming a single site is visited per mobilization, include mobilization cost, travel and living expenses
- Discounted Bundled-Site Cost: Assuming a group of sites will be visited per mobilization, specify the minimum bundle (quantity of sites), include mobilization cost, travel and living expenses
- Cost of NNTU GIS System Update and Integration
  - Include ONE time cost
  - Include yearly maintenance cost
  - Include software and hardware licenses required

**D. DATA COLLECTION SITES TARGET**

The list of the sites as of July 18, 2022 is provided in **Exhibit A**.

This list and each site will need to be discussed with the NNTU personal prior to the actual site visit once the project commences. Please use the site list for costing purposes. The site list also provides an estimated number of users per site, some tower sites currently have more than a single user. Contractor shall consider the number of users per site to provide the data collection cost per site. Additional information will be provided once the project is awarded.



**Exhibit A**  
**Data Collection Sites**

34	Fort Defiance MN Forestry	NN Forestry	35 44 51.62 N	109 3 4.08 W	Guyed Tower	90				NN Forestry
35	Narbona	US forest Service	36 4 41.2 N	108 51 30.14 W	Lattice Tower - 4 Leg SST	80	Police Department			
36	Newcomb	Frontier	36 16 23.7 N	108 42 21.09 W	Lattice Tower - 3 Leg SST	50	Police Department			
37	Shiprock NPD Local	Frontier	36 47 9 N	108 43 16 W	Lattice Tower - 3 Leg SST	115	Police Department			
38	Bitter Springs Current as of 08	Frontier	36 37 22.11 N	111 39 32.18 W	Lattice Tower - 3 Leg SST	20	Police Department			
39	Bitter Springs New to be trans	Frontier	36 37 22.11 N	111 39 12.18 W	Monopole	16	Police Department			
40	Fort Defiance Hill	Navajo Nation	35 46 27.42 N	109 5 8.67 W	Guyed Tower	100	Police Department			Fire Dept.
41	Ganado WRPD	Not Reported	35 40 38.56 N	109 33 21.32 W	Lattice Tower - 3 Leg SST	80	Police Department			
42	Hunter's Point	Frontier	35 33 33.09 N	109 6 23.34 W	Lattice Tower - 3 Leg SST	80	Police Department			
43	Klagetoh (Wide Ruins)	Cellular One	35 28 49.2 N	109 32 21.5 W	Lattice Tower - 3 Leg SST	180	Police Department			
44	Navajo NM	Navajo Nation	35 54 8.54 N	109 2 0.02 W	Lattice Tower - 3 Leg SST	100	Police Department			
45	Roberts Ranch	BIA	35 7 24.66 N	109 11 45.87 W	Guyed Tower	120	Police Department			
46	Toyel	Not Reported	35 42 18.98 N	109 56 30.04 W	Water Tower	80	Police Department			
47	Truba City CI	Not Reported	36 6 10.57 N	111 14 32.56 W	Lattice Tower - 3 Leg SST	100				
48	Dillon T/A	Navajo Nation	35 28 15.89 N	110 11 24.65 W	Lattice Tower - 3 Leg SST	60				
49	F/D Water	Not Reported	35 44 41.1 N	109 3 17.4 W	Lattice Tower - 3 Leg SST	170	Police Department	EMS	LG	DEM
50	Twin Arrows	NTUA	35 10 17.6 N	111 15 13.9 W	Lattice Tower - 3 Leg SST	180				
51	Huerfano	San Juan County	36 25 18.56 N	107 50 43.94 W	Lattice Tower - 3 Leg SST	160				



## 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’Nanees’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  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515  
\_\_\_\_\_ Date \_\_\_\_\_

**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.