

**REQUEST FOR PROPOSAL
IP TELEPHONY SERVICES FOR NAVAJO NATION OFFICES
BID NO. 22-07-2844LE**

**SECTION I
INFORMATION ONLY, A RESPONSE TO THIS SECTION IS NOT REQUIRED**

- A. **ISSUING OFFICE:** Navajo Nation Telecommunication & Utilities (NNTU), Division of General Services, Navajo Nation, P.O. Box 2928, Window Rock, Arizona. The contact Pearl Lee, Program Manager I. Vendors shall not contact or direct inquiries concerning this Request for Proposal (RFP) to any other individual unless the RFP specifically identifies a person other than the RFP contact person as a contact.
- B. **DUTY TO EXAMINE:** It is the responsibility of each vendor to examine the entire RFP, and check its proposal for accuracy prior to submitting the proposal. The submission of a proposal shall be deemed a representation and certification by the vendor that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the vendor was not fully informed as to any facts or conditions. Lack of care in preparing a proposal shall not be grounds for withdrawing the proposal after the due date and time, nor shall it give rise to any contract claim.
- C. **SCOPE:** The scope of this project is to create a fully functional, scalable VoIP solution for the Navajo Nation government offices which meets the overall objectives of this effort as defined in this RFP. Proposals should assume that the vendor will provide the labor to design, procure, install, provide administratively and end-user training for this RFP. Proposals should also include details. Determine the full scope of business needs with the best state of the art VoIP service with no restrictions on manufacture. NNTU is requesting a solid well-built product. Full Scope is listed in Section II.
- 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 at any time up to the Deadline for Proposals.

SCHEDULE OF ACTIVITIES:	DEADLINE:
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 (No questions accepted after this date)	July 29, 2022
4. Responses to questions	August 02, 2022
5. Due date for proposals	August 12, 2022 4 p.m. MDST
6. Opening of proposals and evaluation by Review Team or Program Manager	August 16, 2022
7. Award date for contract Pending Legislative Review-164 process	October 01, 2022

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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 "IP Telephony Services- Bid Number No. 22-07-2844LE".

- F. **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.
- G. **PROPOSAL FORMAT:**
Bidders shall provide information in the following format:
Section 1: Table of contents
Section 2: Cover Letter and Bidder overview
Section 3: Statement of Qualifications and resumes of the vendor's team
Section 4: Bid Proposal
Section 5: Responses to Exhibits A and B
Section 6: References-List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last five years.
Section 7: Signed W-9 Form, Suspension/Debarment Form, and Non-collusion affidavit form (Exhibit C)
Section 8: Copy of Certification of Insurance naming NNTU as insured.
Section 9: The vendor must agree to terms of the Navajo Nation Contract (Exhibit C) and provide statement in writing.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before 4:00 PM, August 12, 2022 (MST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. Late proposal will not be accepted.
- I. **DELIVERY REQUIREMENTS:** Four sets of the proposal shall be signed with an original signature by the person signing the proposal, and one digital copy on a flash drive must be delivered in a sealed envelope. **NOTE:** Please mark on the outside of the envelope- RFP IP Telephony Service Bid No. 22-07-2844LE and complete name and address of bidder submitting the proposal. Failure to do so may result in response being deemed non-responsive. Failure to return a signed copy of a vendor proposal may result in rejection of the offer.
- J. **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.
- K. **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".

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- L. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become the property of The Navajo Nation and will not be returned to the respondent. Responses received will be retained by NNTU. NNTU has the right to use any or all system ideas presented in reply to this RFP. Disqualification or non-selection of a respondent or proposal does not eliminate this right.
- M. **INCURRING COSTS:** NNTU is not liable for any cost by the respondents prior to issuance of a contract.
- N. **ACCEPTANCE TIME:** NNTU intends to make a vendor selection by August 26, 2022.
- O. **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 affect such termination or reduction in scope. The NNTU decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the vendor.
- P. **EVALUATION PROCEDURES AND CRITERIA.**
1. The panel will evaluate the proposals received in accordance with the general criteria used herein. The team may request for oral presentations from the top 3 respondents if deemed necessary. 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.
 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.
 4. Evaluation Criteria: All complete and properly submitted responses will be reviewed, evaluated and ranked by NNTU. NNTU reserves the right to divide the project into multiple parts, to reject any and all qualifications and re-solicit for new qualifications, or to reject any and all proposals and temporarily or permanently abandon the project. NNTU reserves the right to accept or reject any or all proposals received as a result of this request. NNTU also reserves the right to waive any informality, technical defect or clerical error or irregularity in any proposal. NNTU makes no representations, written or oral, that it will enter into any form of agreement with any vendor to this RFP. By submitting its qualifications in response to this RFP, the vendor accepts the evaluation process and acknowledges and accepts that the determination of the “most qualified” firm(s) will necessarily require subjective judgments by NNTU.

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The following criteria will be used by NNTU in the selection process for the contract award. Vendors and proposals will be evaluated to determine the best opportunity for NNTU.

Qualifying Point Criteria	Points
a. Vendor qualifications and team experience	25
b. Vendors response to Scope of Work	25
c. Project schedule, deliverables, and timelines	15
d. Navajo preference, Priority 1 or 2	5
e. Cost	30

Total possible points=100

- R. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provisions into any contract negotiations as a result of a proposal submitted in response to the RFP. See Appendices for sample contract.
- S. **TAX:** All appropriate taxes should be included in the 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 3-5 years from the date of the 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. **INDEMNIFICATION:** 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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X. INSURANCE AND SAFETY: The select vendor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the selected vendor, his agents, representatives, employees or subcontractors. The vendor, at its own expense and at all times, shall take all reasonable precautions to protect persons and NNTU property from damage, loss or injury resulting from the activities of the vendor, its employees, its subcontractors, and/or other persons present. The vendor will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1960. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. The vendor shall provide coverage with limits of liability not less than those stated:

- a. The vendor agrees to maintain such insurance as will fully protect Navajo Nation from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this agreement, either by vendor, its employees or by anyone directly or indirectly engaged or employed by vendor. The vendor agrees to maintain such automobile liability insurance as will fully protect Navajo Nation for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by a vendor or its employees while providing services to NNTU. Other or more specific insurance may be required and set forth in the amounts set forth in an addendum to this contract.

- b. Successful vendor shall be required to provide proof of and maintain comprehensive general liability insurance which will be determined by Navajo Nation Risk Management Department.

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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.

The Navajo Nation spans 26, 000 square miles spanning four (4) states (Arizona, New Mexico, Utah, and Colorado). The Navajo Nation government offices are separated into five (5) agencies and utilizes a mix of analog and digital voice services from various services providers that serve Navajo Nation government offices. Navajo Nation has a total of approximately 4500 voice lines.

B. RESPONDENT REQUIREMENTS:

All respondents must have, as a minimum, the capabilities listed herein and the bid proposals submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.

C. SCOPE OF WORK

- a. Provide IP Telephony service approximately for 4500 seats at a monthly flat rate encompassing hardware, installation, service and support.
 - a. Pricing needs to include:
 - i. All initial and recurring fees, including hardware, software, user licenses, support, maintenance, features, training, DUNs, and CAGE number
 - ii. An itemized list of major equipment (gateways, systems, cards/components, handsets)
- b. Provide service that is an interconnected Cloud-based VoIP, or SIP Trunks, with either SIP or cloud-based VoIP, 911/E-91.
- c. Respond to Service Level Agreement requirements (Exhibit A)
- d. Respond to questions (Exhibit B)
- e. Provide a solution that will support the communication needs of Navajo Nation government offices.
- f. Provide a solution that will be scalable to support an increase in staff size and the addition of new physical locations.
- g. Install a functional replacement system in a reasonable time schedule.
- h. Provide a support structure that is clearly defined, with training and resources available to support basic system administration by IT, and basic end-user training for all Navajo staff.
- i. Provide pricing in two different ways.
 - a. Option 1- Retain the current phone numbers and extension numbers.
 - i. The quantity may vary over time
 - ii. 4 digit dialing
 - iii. Portability options
 - iv. 3 and 5-year proposal
 - b. Option 2- Obtain all new numbers and extensions.
 - i. The quantity may vary over time
 - ii. 4 digit dialing
 - iii. 3 and 5-year proposal

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- j. Installation Timeline: Phased approach by agencies with installation of all locations completed within reasonable timeframe.
- k. The selected vendor's project manager and authorized signature on the proposal will have a weekly meeting with Navajo Nation to fulfill NNTU's implementation
- l. The selected vendor's staff will need to be branded and have picture ID's to enter NNTU grounds
- m. The selected vendor will give NNTU a closeout package showing everything is completed and included photos when necessary
- n. After the bid is awarded the selected vendor will provide an install date by location. If install dates are not met due to the select vendor. The selected vendor will decrease the total invoice by 1% every day past the provided install date
- o. VoIP service provider's procedures for updating your address, and promptly update address information in the event of a change including a clear understanding of any limitations of your 911 service. The FCC requires that providers of interconnected VoIP telephone services using the Public Switched Telephone Network (PSTN) meet Enhanced 911 (E911) obligations. E911 systems automatically provide emergency service personnel a 911 caller's call back number and, in most cases, location information.
- p. The selected vendor must agree to comply with OSHA standards.

Navajo Nation lines by area locations in table below:

Prefix	Location	Approximately Number of Service Lines*
(928) 810, 871	Window Rock, AZ St. Michaels, AZ	2,714
(928) 283, 654, 656, 657,672, 673, 698, 725, 736,	Tuba City, Dilkon and surrounding communities	670
(928) 674, 697, 651, 724, 659, 728, 781, 789, 658		295
(928) 729, 755, 686, 652	Ft. Defiance, AZ and surrounding communities	330
(505) 368, 786, 371, 696, 731, 733, 789, 655, 723, 732, 735, 777	Shiprock, NM and surrounding communities	907

Total service lines is 4,916 but includes facsimile lines.

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Exhibit A: Service Level Agreement Requirements

Please provide response to each item below:

SLA		Vendor to answer SLA questions
Network	99.9% uptime	Explain how uptime is measured
Response time	First call 10-15 minutes, site visit within 4 hours if required	List your closest location to each of the 5 agencies
Time to Repair	Time to Repair SLA. The VoIP Time to Repair (TTR) SLA provides that priority one (PTY 1) tickets will be resolved within five hours or less	Can the vendor meet or exceed
Maximum Packet Loss	1%	Can the vendor meet or exceed
Maximum One-way Delay	120 ms	Can the vendor meet or exceed
Maximum Jitter	30 ms	Can vendor meet or exceed
Mean Opinion Score (MOS)	MOS is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The VoIP MOS SLA provides that the Applicable Network performance will not drop below 4.0 where MOS is calculated using the standards-based E-model. Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived.	Can the vendor meet or exceed
Monitoring and trouble notification services	A 24x7x365 monitoring and trouble notification services	Vendor to explain the process
Monthly report on trouble tickets	The vendor will send NNTU a monthly trouble ticket report	Vendor to explain the process
Outage credits	The credit will be equal to one day's share of the applicable Vendor's VoIP Service MRC for the portion of the VoIP Service affected by the failure to meet the SLA standard, multiplied by each whole hour that the affected portion of VoIP Service was unavailable due to Network unavailability	Vendor to explain the process
911/E911	Meet regulations	Vendor to explain in proposal

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EXHIBIT B

Questions to be answered by vendors

1. Will the leased on-premise equipment be provided by a selected service vendor or a third-party vendor? Third-party vendor must be mentioned in a proposal and approved by NNTU.
2. Will Navajo Nation internal communication systems (e.g., LAN, video, or other communication systems) continue to work if the component is disconnected?
3. Are there any contractual, technical, or other limitations between Navajo Nation and the selected vendor that states that the equipment is exclusively for your use and not to be shared with other customers?
4. Do you carry insurance for all premise equipment owned or leased by the selected vendor?
5. Will a 1-800 number located in the US be provided to NNTU?
6. What is your trouble ticket process and do you have a system that NNTU can log into to create and view trouble tickets?
7. What training will be provided to NNTU personnel and Navajo Nation office staff?
8. What porting process will be created to ensure all paperwork is submitted to port Navajo Nation numbers that are listed. The proposal must say if numbers can be ported.
9. Does the vendor support the entire solution? Is 24x7 support included? Is it U.S.-based? Who may access the service (e.g., end-users or only authorized administrators?) Does the system require certified technicians to be deployed to your location to perform system diagnostics and maintenance? Or can the system be maintained remotely?
10. Does the vendor require specific, proprietary network equipment to support its solution? Or does the vendor use commodity hardware? Can the system be deployed across existing network resources?

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11. Check features included in your proposal:

Identification and development of a VoIP system for NNTU with desired functionality:		<i>Mark X next to the feature you can provide. This can be hardware or software</i>
Long distance to be provided		Capable of monitoring multiple voice mailboxes for messages
Alphanumeric display		Capable of using a headset
Extension look-up/directory for internal staff for all locations		Check voicemail from an outside line
Able to access the voice mailbox		Delayed ringing
Voicemail forwarding		Distinctive ringing
Ability to retrieve deleted messages		Do not disturb capability
Message Indicator for voice messages		Intercom capability with audible tone distinguishable from the regular ring
Voicemail caller ID/time of the message		Last number redial
Ability to change voicemail settings from an outside line		Call history
Automatic outside line answer/hold		Multiparty conferencing capability from the phone set
Built-in full-duplex capability speakerphone		Mute function
Volume control		Paging accessible to all stations or group call
Call forwarding		Speed dialing
Call park/swap		User-programmable keys
Call pick-up		Dial 0 to reach an operator
Call transfer		Transfer of emails to voice mail or vice versa
Caller ID		Add other features here:

12. If the vendor offers new features that customers are interested in utilizing?

13. What additional features are on the vendor's development roadmap?

14. How are those new features deployed?

15. Are they available to existing customers?

16. Is there a cost to upgrade?

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EXHIBIT C:

Other

- W-9
- Debarment & Suspension Form
- Non-collusion Form
- Navajo Nation Contract Template

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 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.