

**REQUEST FOR PROPOSAL
NAVAJO POLICE DEPARTMENT
FINANCIAL STAFFING AUGMENTATION**

BID NUMBER. 23-03-2996TT

I. PURPOSE OF REQUEST.

The Navajo Police Department (NPD) seeks formal proposals for qualified financial staffing augmentation vendors that can provide professional finance personnel to assist with a range of projects, assignments and support initiatives related to the development, implementation, execution and expenditure of all budgets and allocations of the NPD. The following is an outline of the service needs of the NPD. The successful vendor shall meet all specifications as outlined herein.

II. TIME SCHEDULE.

It is the NPD's intent to follow this process and timetable, resulting in the selection of a vendor. At the NPD's discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

NPD issues RFP.	April 17, 2023
Deadline for Submittal of Proposals by 5:00 PM.	April 28, 2023
Evaluation of submitted proposals	May 1-5, 2023
Notice of conditional selection and initiate award process	May 8, 2023
Award by the Navajo Nation (tentative date)	July 7, 2023

III. INSTRUCTION FOR PROPOSERS.

A. All proposals* must be addressed to:

Delivery: Theron Thomas, Buyer
Purchasing Service Department
Admin Building One
Window Rock Boulevard
Window Rock, Arizona 86515

Mailing: Theron Thomas, Buyer
Purchasing Service Department
Post Office Box 3150
Window Rock, Arizona 86515

*Note this delivery and address surname is limited only to the proposal delivery and mailing.

- B. Any questions or inquiries regarding the scope of service should be brought to the attention of

Leonard Redhorse III, Police Commander
Navajo Police Department
928-637-5387
lredhorse@navajo-nsn.gov

- C. All proposals must be in a sealed envelope and clearly marked "**NPD FINANCE AUGMENTATION 23-03-2996TT**". The name and address of the proposing vendor must be shown on the face of the envelope.
- D. All proposals must be received by 5:00pm on Friday, April 28, 2023. Proposals will not be accepted after this deadline. **Two (2) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.**
- E. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, gloss paper, etc. are not desired. Emphasis should be on completeness and clarity of content.
- F. The NPD will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- G. Proposal Submittal must include:
1. Company name and address, as well as the name and direct contact information of the primary and secondary account representatives. Briefly describe the primary and secondary account representatives' experience delivering services to police organizations similar in size and scope of those listed under the Scope of Services in this RFP and years of service at your company. If there is not experience with police organizations, government organizations can be used or private organizations. Experience shall be linked to the FY23 allocations outlined in Exhibit A.
 2. What is the Lead Time to initiate the services outlined in the Scope of Service? Define the process and timeline you anticipate for initiating the Scope of Service.
 3. List three (3) references whom the NPD can contact, from agencies of similar size that have received financial

augmentation services from your company within the last three (3) years. References should have budget allocations similar to the FY23 allocations outlined in Exhibit A. Include the name and address of each referenced organization, as well as the name, title, and phone number of the contact person. The NPD reserves the option to check references at its sole discretion.

4. Identify from what location the proposer will provide the identified services to the NPD.
5. Describe systems and mechanisms that would be established for status reporting during the project.
6. Describe your relationship with the Navajo Police Department, the Navajo Office of the Controller and the Navajo Office of Management and Budget. Please elaborate how those relationships will further your performance in achieving the Scope of Service.
7. A completed W-9 Form (Exhibit B)
8. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)
9. A statement identifying your firm/company has Reviewed the *Professional Service Contract* and there is an understanding of that review as outlined at Section VI.F. (Exhibit D). Please do not fill out the document. It is for reference to allow you to comply with Section VI.F.
10. A statement identifying your firm/company has Reviewed the Scope of Service by the Navajo Police Department (Exhibit A) and the proposal meets the required specifications.

IV. SELECTION CRITERIA.

The NPD will use the criteria outlined in Exhibit E in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.

The NPD shall not be obligated to accept the lowest priced proposal, but shall make an award to the most responsible and responsive proposer whose proposal is most advantageous to and best serves the needs of the NPD and the Navajo Nation taking into consideration price and the evaluation factors set forth.

V. SCOPE OF PURCHASE.

The scope of service to be covered are attached herein as Exhibit A.

VI. TERMS AND CONDITIONS.

- A. The NPD reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The NPD shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this RFP.
- C. The NPD reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NPD's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NPD reserves the right to use any non-proprietary information. No basis for claims against the NPD shall arise as a result of a response to this RFP or from the NPD's use of such information.
- E. The NPD reserves the right to award all or a portion of the required services to more than one responsive proposer at the NPD's sole discretion.
- F. The contract resulting from acceptance of the proposal by the N.P.D. shall be supplied and approved by the Navajo Nation and shall reflect the specifications in this RFP. The **sample** Professional Service Contract of the Navajo Nation is attached as Exhibit D for informational purposes. **If a proposer has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal.** Otherwise, the proposer shall be deemed to have accepted the form of the contract. The Navajo Nation will not consider changes to its

indemnification and insurance requirements. The sample contract is your opportunity to note addendums, exceptions and or amendments.

- G. After preliminary selection and prior to contract award, the NPD will meet with the Proposer to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- H. Nothing in the RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
- I. The Navajo Nation is a sovereign government and all contracts entered into as a result of the RFP shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules and regulations.
- J. The NPD must comply with background requirements. All staff who are tasked with the Scope of Service shall be required to secure a favorable background conducted by a service specializing in full background investigations meeting Indian Country Law Enforcement Regulations including compliance with the requirements identified in 25 Code of Regulations Part 12 -- Indian Country Law Enforcement, the Crime Control Act, the Gun Control Act, and Federal Adjudication Guidelines. NPD Adjudicators shall adjudicate the full background.

Questions regarding this requirement can be directed to Rodney Nez, Background Adjudicator at 928-380-9480 or email at rodneynz@navajonnsn.gov .

VII. **COMPENSATION**

- A. Present detailed information for the identified goods, inclusive of Navajo Nation sales tax (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this service contract.
- B. In the event you have specific questions regarding the applicability of this tax, please contact the Office of the Navajo Tax Commission, Compliance Department at 928-871-6681.
- C. Payment by the NPD for the identified services will only be made after the identified services have been accepted by authorized NPD representatives. The NPD requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the NPD to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the NPD as described in Exhibit A.

VIII. LICENSE REQUIREMENT

- A. Proposer must be licensed in the Navajo Nation if performing the services on the Nation or they must be licensed in the state where the service will be provided.

EXHIBIT A

**SCOPE OF
WORK**

STATEMENT OF SERVICE

1. SCOPE

- a. The Navajo Police Department (NPD) is requesting qualified financial staffing augmentation vendors that can provide professional finance personnel to assist with a range of projects, assignments and support initiatives related to the development, implementation, execution and expenditure of all budgets and allocations of the NPD.
- b. The [Fiscal Year 2023 budget allocation](#) for this program was \$144,714,474 divided between Navajo Nation General Funds, 93-638 Contract Funds and Special Revenue Funds. These allocations are divided into approximately 139 unique business units covering different fiscal years.
- c. The financial staffing augmentation shall be guided by the instructions outlined in the [FY23 Budget Instructions Manual](#) to guide the micro level elements of their work requirements and objectives. This shall include biweekly reports, converted into quarterly reports and then into annual report with preparation for yearly budget sessions starting in June 2023.
- d. The NPD has 21 general fund business units with 1,557 requisitions converted to purchase orders in calendar year 2022. The NPD provides monthly status reports.
- e. The NPD has approximately 118 contract, special revenue or grant business units. These funds cover direct and indirect funding for NPD operations. The NPD provides monthly status reports.
- f. The NPD processes approximately 278 budget revisions in a calendar year. The NPD provides monthly status reports.
- g. The NPD processes approximately 425 requests for direct payments and inter-departmental charge requisitions. The NPD provides monthly status reports.
- h. The financial staffing augmentation project shall comply with the [Navajo Preference in Employment Act](#) and Navajo Nation Procurement laws.
- i. The financial staffing augmentation project shall comply with the organization chart.
- j. This finance staff augmentation project shall tentatively begin on July 10, 2023 and shall last to December 19, 2025. By the last date of the project, the NPD will have created the regular status positions to allow the consultants to compete for the established regular full-time positions.

- k. Respondent's proposed hourly rate for labor and an itemized expense list for expenses, travel per diem, hotels, mileage, equipment, computers, etc.
 - i. The total hours per position shall not exceed 4,904 hours.
 - ii. The total expenses for this project shall not exceed 12.59% of the extended hourly fees.
 - iii. Proposals must break down hours for the following calendar years
 - 1. 07/10/23 to 12/31/23 (120 work days),
 - 2. 01/01/24 to 12/31/24 (251 work days),
 - 3. 01/01/25 to 12/19/25 (242 work days).
- l. Normal business hours from 8:00AM to 5:00PM MST Monday through Friday. This can vary based on the personnel classification role. Section 2 of this Statement of Work adds the following:
 - i. The anticipated working hours for the job classification, the projected hours, a brief description of duties and responsibilities, and a more comprehensive job classification for each position is attached to elaborate the details of qualification requirements.
 - ii. All consultants will be required to submit weekly timesheets detailing specific working time in tasks. For each workweek, payment of over 40 hours must be preapproved by the NPD.
 - iii. Only the following Navajo nation holidays will be treated as holidays.
 - 1. [Paid Holidays](#)
 - iv. Respondent must be able to support on-site work requirements.
- m. Facility
 - i. Consultants will be based out of the NPD's support Annex located in Sawmill, Arizona. GPS location of 35.899028, -109.164449
 - ii. Consultants will be provided an open workspace of two classrooms in this facility.
 - 1. Consultants shall be provided commiserate office furniture consistent with what is provided NPD staff.
 - iii. Consultants shall provide their own desktop or laptops to complete assigned work described in Section 2. Network printing shall be provided by NPD.
 - iv. The NPD shall provide internet and phone landline access.

- n. The awarded vendor will provide a single point of contact for resource requests.
- o. The awarded vendor will provide contact information for candidate references upon request.
- p. The consultant assigned to this engagement will be required to participate in a background check performed at the expense of a vendor. § VI.J for background and adjudication must be complied with.
- q. Vendor shall provide resumes and references of actual and potential consultants. The NPD reserves the right to conduct interviews with selected personnel. The NPD reserves the right to reject any or all individuals selected by the vendor for this engagement. All responses should be completed within two days of request and contain the following:
 - i. two names for applicants who best fit the role with preferred candidate identified.
 - ii. Certification of background checks with favorable adjudication must be submitted.
- r. Ownership rights:
 - i. Ownership. The NPD shall be owner of all rights, title, and interest in and to the work products, deliverables and all tangible and intangible property produce created by better pursuant to this RFP and the owner of all copyright, patent, trademark, trade secret, and all other proprietary rights in and to such work, deliverables, and property.
 - ii. No rights. Nothing in this RFP shall be construed as granting to (upon the right, title, or interest in any intellectual property that is not only or subsequently owned by the Navajo Nation.
- s. NPD reserves the right to require consultants to sign a nondisclosure agreement as part of the on boarding process.
- t. Knowledge transfer to NPD employees will include:
 - i. testing, evaluation, and documenting knowledge by assignment consultant.
 - ii. All consultant personnel will provide status reports of work performed.
- u. In the event the consultant is hired as a regular full-time employee of the Navajo Nation, no fees or liabilities shall be assigned to the Navajo Nation.

2. PERSONNEL CLASSIFICATIONS, STATEMENT OF WORK AND ESTIMATED HOURS

- a. ONE Controller

- i. Oversees NPD's daily accounting operations for general, contract, grants and special revenue accounts, including the accounting, payroll, accounts payable and accounts receivable departments.
 - ii. 4,648 hours
 - b. ONE Senior Accountant
 - i. Performs professional accounting functions of considerable difficulty and financial management reporting in conformance with generally accepted accounting principles (GAAP) for assigned area of responsibility. Responsible for preparation, disbursement, maintenance, review, interpretation, analysis and reconciliation of general ledger, budgets, payroll, financial records, bank accounts, assigned funds, audits and finance-related projects and documents. Serves as an expert and lead professional accountant.
 - ii. 4,648 hours
 - c. TWO Accountants
 - i. Performs professional accounting functions of moderate difficulty and financial management reporting in conformance with generally accepted accounting principles (GAAP) for assigned area of responsibility. Responsible for preparation, disbursement, maintenance, review, interpretation, analysis and reconciliation of general ledger, budgets, payroll, financial records, bank accounts, assigned funds, audits and finance-related projects and documents.
 - ii. 4,648 hours
 - d. THREE Accounts Maintenance Specialists
 - i. Performs clerical accounting and bookkeeping duties of moderate difficulty requiring a working knowledge of assigned accounting functions, accuracy and attention to detail; incumbents work within established procedures entering data to records of original entry, preparing summary statements, and checking forms for completeness and accuracy; performs related work as assigned.
 - ii. 4,648 hours
 - e. ONE Senior Budget Analyst
 - i. Performs work of moderate difficulty in support of the fiscal management, control and analysis of resources or funds of the Navajo Nation government;

work supports the preparation and administration of contract and operating budgets; performs related work as assigned.

ii. 4,648 hours

f. ONE Senior Contract Analyst

i. Performs work of moderate difficulty with responsibility to assist in procurement, review, evaluation and coordination of contracts, subcontracts and grants for the Navajo Nation; monitors contractor performance in compliance with applicable laws, rules and regulations, court decisions, accepted business practices, departmental policies and procedures; performs related work as assigned

ii. 4,648 hours

g. ONE Buyer

i. Performs work of moderate difficulty in arranging volume purchasing of equipment, materials and supplies for the Navajo Nation; reviews order requisitions, obtains bids, request price quotes, places orders; verifies cost information, processes purchasing document, establishes records, reviews documents for compliance with purchasing criteria and processes a variety of purchase documents; and performs related work as assigned.

ii. 4,648 hours

h. ONE Senior Office Specialist

i. Performs a full range of technical or office support work of moderate difficulty requiring independent judgment and decision making; resolves non-recurring problems; provides first level supervision of office staff; completes assignments within a matrix of office procedures; performs related work as assigned.

ii. 4,648 hours

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Finance Staffing Augmentation Services

Chief of Police

Deputy Chief of Police

Police Controller

Sr. Office Specialist

General Funds

Contract Funds

Sr. Budget Analyst

Police Accountant

Police Senior Accountant

Sr. Contract Analyst

Police Accts, Maint. Specialist

Police Accountant

Police Buyer

Police Accts, Maint. Specialist

Police Accts, Maint. Specialist

CONTROLLER

DEFINITION: Under administrative direction, performs work of unusual difficulty in directing the internal financial administration of the Navajo Nation; maintains control over the internal financial transactions of the Navajo Nation government including the direction and coordination of the central bookkeeping and accounting records; performs related work as required.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Advises elected and/or appointed officials on fiscal and Navajo Nation policies and procedures and revenues and current and future expenditures; plans and directs financial analysis, forecasting, budgeting and reporting activities to support overall financial management of the Navajo Nation; develops long range plans and strategies for the development and use of the Nation's financial and fiscal resources; provides advice and recommendations on long range plans, forecasts and strategies; provides guidance to the Navajo Nation Council, Standing Committees, Council Delegates and administrative personnel on interpretation of financial data, analysis of trends and appropriate administrative actions.

Consults and reviews the work of section heads; sets forth desired objectives; develops controls and methods for assuring fiscal and financial integrity; develops and implements accounting procedures and policies and directs change in existing systems and methods; prepares comprehensive financial statements and reports; participates in meetings with the Indian Health Services (IHS), Navajo Nation Enterprises, Bureau of Indian Affairs (BIA) and other federal and state agencies.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of governmental accounting and the principles and practices of public financial administration, including automated accounting systems.

Knowledge of auditing, budget preparation and reporting systems, investment performance and analysis and revenue forecasting.

Knowledge of Navajo Nation, federal and state laws, regulations and guidelines governing aspects of tribal operations relative to investments, auditing, budgeting and accounting.

Skill in developing and analyzing financial systems, procedures and controls, budgets and revenue forecasts and coordinating complex fiscal control systems.

Skill in managing staff and complex internal relationships, providing advice and counsel to tribal and other governmental officials.

Ability to plan, organize and direct the work of several operating units engaged in a variety of financial activities.

Ability to prepare, interpret and analyze highly complex financial records and reports.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves a minimum of physical effort in an office setting.

MINIMUM QUALIFICATIONS:

- A Bachelor's degree in Accounting or Finance; and eight (8) years of progressively responsible experience in governmental finance and accounting administration.

THE NAVAJO NATION

Class Code: 0402
Unclassified Personnel Series
Non-Executive Appointments Group
Overtime Code: Exempt
Pay Grade: 73

CONTROLLER

PREFERRED QUALIFICATIONS:

- A Master's degree in Accounting or Finance.

SPECIAL REQUIREMENTS:

- Certification as a Certified Public Accountant (CPA).
- A favorable background check.

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

ACCOUNTANT

DEFINITION: Under general supervision, performs professional accounting and related processing, reporting and control functions of moderate difficulty, including transaction processing, payroll accounting, financial system control, cost analysis, budget support, internal and external billing, internal audit reviews, project accounting and financial accounting and reporting; and performs related work as assigned.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Performs a wide range of detailed complex accounting and advisory functions pertaining to assigned fund area, accounts or department; ensures expenditure control and compliance with funding and reporting requirements and applicable accounting procedures; reviews and approves expenditures, personnel and purchasing documents for availability of funding, mathematical accuracy and compliance with established accounting principles, policies and objectives.

Interprets data and points out trends or deviations from standards; prepares accounting reports and statements, such as detailed cost and financial analysis, forecasts and projections reflecting interrelationships of accounting data; prepares journal entries, maintains complex ledgers, prepares detailed cost accounting information; reconciles and analyzes reports and ledgers.

Monitors compliance with Generally Accepted Accounting Principles (GAAP) and Navajo Nation regulations; researches, analyzes and uses independent judgment in a variety of daily and non-routine decisions affecting assigned functions; reviews statements of accounting information and other reports provided by the Navajo Nation general ledger accounting system.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of Generally Accepted Accounting Principles (GAAP).

Knowledge of public relations/customer service principles, practices and techniques.

Knowledge of computerized accounting systems and applications including general software applications.

Knowledge of accounting principles, practices and procedures.

Skill in preparing detailed and complex numerical computations and reports.

Skill in developing and monitoring complex multi-fund and source budgets using automated spread sheet and word processing systems.

Skill in communicating technical concepts, both orally and in writing.

Skill in establishing and maintaining effective working relationships.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves a minimum of physical effort in an office setting.

MINIMUM QUALIFICATIONS:

- A Bachelor's degree in Accounting, Finance, Business Administration or closely related field; and one (1) year of accounting experience.

PREFERRED QUALIFICATIONS:

- Proficiency in computerized accounting systems and applications, including general software applications.
- A Master's degree in Accounting, Finance, Business Administration or closely related field.

THE NAVAJO NATION

Class Code: 1519
Financial Management and Control Series
Financial Support Group
Overtime Code: Exempt
Pay Grade: 63

ACCOUNTANT

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

ACCOUNTS MAINTENANCE SPECIALIST

DEFINITION: Under general supervision, performs clerical accounting and bookkeeping duties requiring a working knowledge of assigned accounting functions, accuracy and attention to detail; incumbents work within established procedures entering data to records of original entry, preparing summary statements, and checking forms for completeness and accuracy; performs related work as assigned.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Prepares and verifies amounts and codes for various standard accounting entries, data input, or other forms; encodes and obtains necessary approvals for processing; sorts documents and posts debits/credits to proper accounts; balances and reconciles accounting records with tribal accounting system; makes necessary corrections.

Reviews reports to identify and trace sources of error and makes necessary corrections; performs research to locate accounting input errors; performs verification and reconciliation activities for assigned accounts of a complex nature; maintains a variety of records pertinent to accounting processes or procedures, such as records of cash receipts, cash deposits, property control records, accounts payable or accounts receivable.

Verifies billing statements and prepares for authorization; checks for completeness and compliance with tribal regulations; contacts various Nation personnel to resolve discrepancies or problems; answers inquiries regarding work being performed; compiles numerical and statistical information for report purposes or simple financial statements; generates a variety of reports from computer records; makes and checks relatively complex numerical and statistical calculations; processes specialized information, reports and forms into the financial accounting system.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of basic business math.

Knowledge of bookkeeping practices and principles.

Knowledge of public relations/customer service principles, practices and techniques.

Skill in preparing and maintaining accurate records, reports, and files.

Skill in understanding and following oral and written directions.

Skill in utilizing computer databases to research, maintain, and update records and files.

Skill in establishing cooperative work relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves a minimum of physical effort in an office setting.

MINIMUM QUALIFICATIONS:

- A high school diploma/GED, supplemented by college level courses in bookkeeping and/or accounting; and two (2) years of increasingly responsible bookkeeping or clerical accounting experience; or an equivalent combination of education and experience.

Special Requirements:

- Possess a valid state driver's license.

NAVAJO NATION

Class Code: 1524
Financial Management and Control Series
Financial Support Group
Overtime Code: Non-Exempt
Pay Grade: 58

ACCOUNTS MAINTENANCE SPECIALIST

PREFERRED QUALIFICATIONS:

- An Associate's degree in Business Administration or Accounting.
- Proficient in Microsoft Office software or other computer applications.
- Experience in the preparation of financial documents.

Supplemental Requirements:

Incumbent must obtain a Navajo Nation Vehicle Operator's Permit within 90 days of date of hire.

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

BUYER

DEFINITION: Under general supervision, performs work of moderate difficulty in arranging volume purchasing of equipment, materials and supplies for the Navajo Nation; reviews order requisitions, obtains bids, request price quotes, places orders; verifies cost information, processes purchasing document, establishes records, reviews documents for compliance with purchasing criteria and processes a variety of purchase documents; and performs related work as assigned.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Receives order requisitions; verifies specifications and requirements with requesting agency; verifies funds availability; compares costs and evaluates the quality and suitability of supplies, materials and equipment; verifies authorization approval; determines and initiates bidding process, requests for price quotes or advertising; locates sources of supply and places orders; ensures that all required forms are attached; ensures that required signatures and approvals are obtained; issues purchase order in Financial Management Information System (FMIS) for goods to be received; processes regular requests utilizing vendor source lists; ensures compliance with applicable procurement policies and procedures; researches and analyzes miscellaneous order requisitions and blanket purchase orders.

Ensures vendors meet all specifications and requirements; evaluates and negotiates bids where possible; attends bid meetings as requested and ensures compliance when present at bid meetings by keeping record of sign-in sheets, meeting notes and bid tabulations; conducts Navajo Nation Procurements Rules and Regulations training when requested; monitors vendor compliance with purchase agreements; ensures timely payment upon receipt of product; meets and corresponds with vendors and keeps informed on new products and market conditions and trends; maintains records and files in accordance with regulations; prepares required reports; attends meetings, training and vendor shows.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of Navajo Nation Procurement Act, Procurement Rules and Regulations, OMB Uniform Guidance (2 CFR Part 200), Navajo Purchase Card Policies and Navajo Nation Budget Instructions Manual.

Knowledge of bidding requirements.

Knowledge of basic mathematical calculations.

Knowledge of general office practices and procedures.

Knowledge of computer hardware, software and peripherals.

Knowledge of customer service and public relations practices.

Knowledge of sources of supply, market and price trends for a variety of materials, supplies, and equipment.

Strong interpersonal and communication skills.

Skill in accurately and timely processing purchase requisitions for bidding and advertising.

Skill in analyzing, evaluating and interpreting specifications, contracts, and bids.

Skill in negotiating bids and contracts.

Skill in utilizing public relations techniques when responding to requests, inquiries and complaints.

Skill in establishing and maintaining effective working relationships.

Demonstrate tenacity and due diligence in following up on outstanding issues to ensure customer satisfaction.

Demonstrate exceptional ability for attention to detail.

Demonstrate a sense of urgency in processing payments and strong aptitude for problem solving.

Demonstrate time management for assigned tasks.

Ability to perform analytical and monitoring duties.

BUYER

Ability to meet deadlines and achieve/maintain productivity levels.

Ability to communicate with internal staff and external vendors/customers in a professional manner.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work requires attention to detail in a standard office environment.

MINIMUM QUALIFICATIONS:

- A high school diploma/GED; supplemented by college level courses in bookkeeping, accounting or related field; and three (3) year of responsible bookkeeping, accounting, purchasing experience; or an equivalent combination of education and experience.

Special Requirement:

- A favorable background investigation.
- Possess a valid state driver's license.

PREFERRED QUALIFICATIONS:

- An Associate's degree in Accounting, Finance, Business Administration or related field.
- Experience working with Office of Management Budget (OMB) circulars.
- Proficient in Microsoft Office software or other computer applications.
- Experience making oral presentations.

Supplemental Requirements:

Incumbent must obtain a JD Edwards FMIS Certification within 30 days of date of hire and a Navajo Nation Vehicle Operator's Permit within 90 days of date of hire.

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

SENIOR ACCOUNTANT

DEFINITION: Under general supervision, performs a wide range of professional accounting work of considerable difficulty requiring expert knowledge and professional application of a number of accounting principles, practices and techniques; serves as an expert and lead professional accountant; performs related work as assigned.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Performs accounting work that aids in the resolution of management problems; recommends alternatives to management when accounting data indicates trends or situations requiring action to be taken beyond scope of responsibilities; establishes or revises procedures and/or operating policies of assigned function; researches, analyzes and uses independent judgment in a variety of daily and non-routine decisions affecting assigned function; prepares accounting reports and statements, such as detailed cost and financial analysis, forecasts and projections; reviews statements of accounting information and other reports provided by the Nation's general ledger system; provides technical advice and services to lower level accountants or program staff with complex problems or special projects; handles difficult accounting activities.

Assists in coordinating the work of other accountants in managing programs; plans and carries out assignments by applying accounting concepts to resolve management problems, which may have a long term impact on the Nation; resolves problems that require considerable innovation; develops recommendations where critical findings are presented to management for action; develops and maintains a complex automated accounting system to produce and track expenditures and all pertinent financial information; advises and assists management on accounting and financial management matters; examines and interprets accounting data, records and reports; analyzes variable program operation.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of Navajo Nation, federal and state laws, regulations and guidelines governing aspects of tribal accounting operations; accounting principles, theory and practices including governmental accounting. Knowledge of Generally Accepted Accounting Principles (GAAP), governmental accounting and budgeting principles.

Knowledge of accounting principles, practices and procedures.

Knowledge of business practices relating to the maintenance of accounts and financial records.

Knowledge of computerized accounting systems and applications, including general software applications.

Skill in preparing detailed and complex numerical computations and reports.

Skill in developing and monitoring complex multi-fund and source budgets using automated spread sheet and word processing systems.

Skill in analyzing financial systems, procedures and controls.

Skill in communicating complex technical concepts, both orally and in writing.

Skill in establishing and maintaining effective working relationships.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves a minimum of physical effort in an office setting.

THE NAVAJO NATION

Class Code: 1518
Financial Management and Control Series
Financial Support Group
Overtime Code: Exempt
Pay Grade: 65

SENIOR ACCOUNTANT

MINIMUM QUALIFICATIONS:

- A Bachelor's degree in Accounting, Finance, Business Administration or closely related field; and two (2) years of progressively responsible or diverse accounting experience involving financial policy analysis and information systems.

PREFERRED QUALIFICATIONS:

- A Master's degree in Accounting, Finance, Business Administration or closely related field.
- Proficiency in computerized accounting systems and applications, including general software applications.

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

SENIOR BUDGET ANALYST

DEFINITION: Under general direction, performs work of moderate difficulty in support of the fiscal management, control and analysis of resources or funds of the Navajo Nation government; work supports the preparation and administration of capital and operating budgets; performs related work as assigned.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Evaluates base budget requests, recommends budget allowances, and develops detailed narrative explanations of changes; prepares budget summary schedules; compiles forecasts of overall revenue/expenditure projections for overall tribal government budgeting; compiles and produces cost summaries for presentation to higher executive and legislative branch reviews; performs a comprehensive analysis of special projects and prepares reports as requested; interprets and implements new budgeting standards.

Determines compliance with appropriations process for proposed supplementary funding; answers inquires, resolves complaints, and advises organizational units on budget policies and procedures; provides general information, interpretation of budget policies and procedures and technical assistance to assigned programs in budget proposal development; serves on various budget committees/task forces.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of public or government budget process involving methods and practices of public finance, budgeting and accounting.

Knowledge of legislative and economic issues affecting the Navajo Nation.

Knowledge of computer databases and spreadsheet files.

Skill in communicating effectively orally and in writing.

Skill in operating and developing computer databases and spreadsheet files.

Skill in analyzing financial systems, procedures, and controls.

Skill in applying judgment in the release of confidential information.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves a minimum of physical effort in an office setting.

MINIMUM QUALIFICATIONS:

- A Bachelor's degree in Business Administration, Financial Management, Accounting or Public Administration or a closely related field; and two (2) years of progressive responsible work experience involving financial and budgeting systems, accounting and fiscal policy and analysis or closely related area;

-OR-

- An Associate's degree or two (2) years (60 credit hours) toward a Bachelor's degree in Business Administration, Public Administration, Finance, Accounting, Political Science or Government; and six (6) years of experience in bookkeeping, general accounting or work closely related to budgeting and data processing.

PREFERRED QUALIFICATIONS:

- A Master's degree in Business Administration, Financial Management, Accounting or Public Administration or a closely related field.

THE NAVAJO NATION

Class Code: 1682
Financial Management and Control Series
Budget Analysis Group
Overtime Code: Exempt
Pay Grade: 65

SENIOR BUDGET ANALYST

- Proficient in computer data base applications and Microsoft Office software applications.
- FMIS Certification.
- Two (2) years of experience in budget development and/or accounting in a public or government organization.

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

SENIOR CONTRACT ANALYST

DEFINITION: Under general direction, performs work of moderate difficulty in preparing contractual agreements; monitors the administration of contracts, grants and/or subcontracts entered into by the Navajo Nation to ensure compliance with applicable laws, rules, regulations, court decisions, accepted business practices and departmental policies and procedures; performs related work as assigned.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Prepares and processes agreements and amendments on behalf of the Navajo Nation for contracts, grants, and subcontracts; reviews and ranks proposals for services; reviews and monitors financial documents researching any problems; provides technical assistance to program staff and contractors; reviews scope of work on a variety of contracts, grant and subcontracts for compliance with applicable regulations and requirements; monitors performance for compliance with the contract, grant and/or subcontract.

Monitors and coordinates actions taken on agreements between the Navajo Nation contractors and/or grantors; prepares related correspondence and reports; participates in contract negotiations; monitors expenditures reports; prepares invoices for payment; notifies and advises divisions, departments and programs of any problems and necessary corrective action; facilitates closeouts of grants/contracts; oversees and facilitates requests to renew, modify, amend, extend or terminate contracts, grants and subcontracts; reviews and responds to affiliated correspondence, audit, financial and other contractual reports.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of generally accepted grant and contract administration principles, procedures, practices. Knowledge of accounting transaction practices and procedures and related tribal, federal, state and local laws and regulations.

Knowledge of procurement, contracting policies and methods.

Knowledge of budget practices, general fund and cost accounting principles and practices.

Knowledge of generally accepted office procedures and equipment including computers, financial/office application software.

Skill in auditing technical records and reports for compliance and evaluative purposes.

Skill in applying judgment in the release of confidential information.

Skill in operating a personal computer and standard office software including word processing, databases and spreadsheet files.

Skill in gathering, consolidating, analyzing facts and drawing conclusions.

Skill in researching, preparing complex technical reports.

Skill in effectively and clearly communicating complex technical concepts, orally and in writing.

Skill in establishing and maintaining effective working relationships with other employees and the public.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work is performed in a typical office environment.

MINIMUM QUALIFICATIONS:

- A Bachelor's degree in Business Administration, Finance or Management; and two (2) years of contract or grant administration experience.

THE NAVAJO NATION

Class Code: 2017
Planning and Analysis Series
Contracts Crafting and Compliance Group
Overtime Code: Exempt
Pay Grade: 65

SENIOR CONTRACT ANALYST

PREFERRED QUALIFICATIONS:

- A Bachelor's degree in Business Administration, Finance or Management.
- Three (3) years of contract or grant administration.
- Proficient in Microsoft Office software or other computer applications.
- FMIS Certification.

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

SENIOR OFFICE SPECIALIST

DEFINITION: Under general supervision, performs a full range of technical or office support work of moderate difficulty requiring independent judgment and decision making; resolves non-recurring problems; provides first level supervision of office staff; completes assignments within a matrix of office procedures; performs related work as assigned.

ESSENTIAL FUNCTIONS: This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

TASKS:

Researches and responds to requests for general information requiring comprehensive knowledge of department policies and procedures; assists in the preparation of specialized reports requiring collection of information from various sources; composes, types and edits correspondence, reports, forms and documents; enters and verifies data in computerized system; maintains electronic and hard copy files; maintains control records of information received, assigned or dispersed; answers telephone calls, routes calls to appropriate staff and takes messages; schedules appointments and meetings; makes travel arrangements; completes appropriate travel documents and reports.

Participates in the preparation of program budget; monitors expenditures and compiles status reports; processes employee and office forms and documents; maintains documents such as ledgers, personnel records, budget data and financial records, ensures adherence to applicable policies and procedures and monitors/checks for accuracy; coordinates, schedules and tracks progress of specialized work projects or department functions; receives, logs and distributes incoming/outgoing mail; makes photocopies; transcribes minutes of meeting; monitors and orders office supplies; may supervise, monitor or coordinate the activities of subordinates.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

Knowledge of applicable policies, practices and procedures related to work assignment.

Knowledge of clerical/office support practices and procedures.

Knowledge of a variety of computer software, word processing, database, and spreadsheet applications.

Skill in preparing a variety of computer software, word processing, database and spreadsheet applications.

Skill in performing a variety of clerical functions at a technical or secretarial support level in an office.

Skill in organizing work efficiently and exercising independent judgment in making appropriate decisions concerning work methods.

Skill in effective oral and written communication.

Skill in maintaining filing and records systems.

Skill in operating office equipment, including computer and standard office computer programs.

Skill in following oral and written instructions.

Skill in English composition, grammar and punctuation.

Skill in establishing and maintaining effective working relationship with others.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves a minimum of physical effort primarily in an office setting.

SENIOR OFFICE SPECIALIST

MINIMUM QUALIFICATIONS:

- A high school diploma/GED; supplemented by 36 college credit hours in Business or closely related field; and two (2) years of responsible office experience; or an equivalent combination of education and experience.

Special Requirements:

- Possess a valid state driver's License.

PREFERRED QUALIFICATIONS:

- An Associate's degree in Secretarial Science, Business or related field
- Two (2) years of general administrative experience including customer service.
- FMIS certification.
- Proficient in Microsoft Office software and other computer applications.

Supplemental Information:

Some positions may require specific licenses or certifications.

Depending upon the needs of the Nation, some incumbents of the class may be required to demonstrate fluency in both the Navajo and English languages as a condition of employment.

EXHIBIT B

FORM W-9

(Rev. 10-2018)

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ **Go to www.irs.gov/FormW9 for instructions and the latest information.**

Print or type.
See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
<p>2 Business name/disregarded entity name, if different from above</p>		
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p align="right"><i>(Applies to accounts maintained outside the U.S.)</i></p>	
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>	
<p>6 City, state, and ZIP code</p>		
<p>7 List account number(s) here (optional)</p>		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____	
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT C

Debarment and Suspension

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

EXHIBIT D

SAMPLE

Professional

Service Contract

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: \$ _____

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’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:

_____ Date
Branch Chief
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. _____

DRAFT ONLY

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:		\$ _____

**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. _____

DRAFT ONLY

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. _____

DRAFT ONLY

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.

EXHIBIT E

SCORE CARD

Evaluator:	
Bidder:	

Bidder Proposal: Evaluation Process					
(0-1) Low (2-3) Med (4-5) High					
Category	Criteria	Score (0-5)	Weight	Weighted Score	Co
Proposal requirements	<ol style="list-style-type: none"> 1. Proposer describes their organization and the primary representatives who shall provide service to NPD. 2. Provides references. 3. Outlines process for communicating the status of the project. 4. Completed W-9 5. Completed Debarment 6. Reviewed the PSC 7. Reviewed the Scope of Work 8. Proof of business license 	5	40	200	
FY23 Budget Allocations	<ol style="list-style-type: none"> 1. Demonstrates awareness of FY23 Budget Allocation and amount to be managed by augmentation services in approximately 139 unique business units. § 1.b 	5	25	125	
FY23 Budget Instructions Manual	<ol style="list-style-type: none"> 1. demonstrates an awareness and understanding of the Budget Instructions Manual which is the document governing Navajo Nation finance. § 1.c 	5	50	250	
Business units	<ol style="list-style-type: none"> 1. 21 General fund business units § 1.d 2. 118 Contract fund business units § 1.e 3. 278 Budget Revisions § 1.f 4. 425 RDPs and ICRs § 1.g 	5	20	100	
Navajo Procurement	<ol style="list-style-type: none"> 1. demonstrates an awareness and understanding of Navajo Procurement. § 1.h 	5	75	375	
Navajo Preference	<ol style="list-style-type: none"> 1. demonstrates an awareness and understanding of Navajo Preference. § 1.h 	5	25	125	
Organization Chart	<ol style="list-style-type: none"> 1. Demonstrates review and understanding of organization chart. § 1.i 	5	10	50	
Project period	<ol style="list-style-type: none"> 1. Demonstrates review and understanding of project period. § 1.j 	5	25	125	
Expense list	<ol style="list-style-type: none"> 1. Itemized expenses. § 1.k 	5	30	150	

Work hours & Classification	1. demonstrates review and understanding of business hours, classification requirements and on site work requirements. § 1.l	5	30	150	
Facility	1. Demonstrates review and understanding of facility location in Sawmill, AZ, workspace requirements, and hardware requirements. § 1.m	5	20	100	
References	1. Demonstrates review and understanding of furnishing candidate references. § 1.o & § 1.q	5	20	100	
Backgrounds	1. background check performed at the expense of a vendor and adjudication. § 1.p	5	30	150	
Ownership	1. NPD owns work product § 1.r	5	30	150	
Nondisclosure Agreement	1. Nondisclosure agreements to be signed. § 1.s	5	10	50	
Knowledge transfer / hired as regular status employment	1. Demonstrates review and understanding of furnishing candidate references. § 1.t & u	5	20	100	
Controller	1. Demonstrates review and understanding of classified position for qualifications, hours and importance in the organization chart.	5	20	100	
Senior Accountant	1. Demonstrates review and understanding of classified position for qualifications, hours and importance in the organization chart.	5	20	100	
TWO Accountants	1. Demonstrates review and understanding of classified position for qualifications, hours and importance in the organization chart.	5	20	100	
THREE Accounts Maintenance Specialists	1. Demonstrates review and understanding of classified position for qualifications, hours and importance in the organization chart.	5	20	100	
ONE Senior Budget Analyst	1. Demonstrates review and understanding of classified position for qualifications, hours and importance in the organization chart.	5	20	100	

