

**REQUEST FOR PROPOSAL  
NAVAJO POLICE DEPARTMENT  
SUBJECT MATTER EXPERT ON PROCUREMENT AND IMPLEMENTATION OF  
AVIATION UNIT**

BID NUMBER. RFP 23-11-3168KS

**I. PURPOSE OF REQUEST.**

The NPD's needs are outlined in the following Request for Proposal ("RFP"). The Navajo Police Department (NPD) seeks proposals from qualified vendors to assist with the development of an NPD Aviation Unit, selection of an aircraft, executing the program, and establishing policies, procedures, and training standards. The selection will be based on overall price, services, performance and reliability of the proposers.

**II. TIME SCHEDULE.**

It is the NPD's intent to follow the following 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.	November 15, 2023
Deadline for Submittal of Proposals by 5:00 PM Mountain	December 4, 2023
Evaluation of submitted proposals	December 6, 2023
Notice of conditional selection and initiate award process (tentative)	December 6-8, 2023
Award by the Navajo Nation (tentative)	January 31, 2023

**III. INSTRUCTION FOR PROPOSERS.**

**A. All proposals\* must be addressed to:**

Delivery: Kimberly Slim, Buyer  
Purchasing Service Department  
Admin Building One  
2559 Window Rock Boulevard / 1ST FLOOR  
Window Rock, Arizona 86515

Mailing: Kimberly Slim, 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. All proposals must be in a sealed envelope and clearly marked **"NPD SME ON PROCUREMENT AND IMPLEMENTATION OF AVIATION UNIT 23-11-3168KS"** The name and address of the proposing vendor must be shown on the face of the envelope.
- C. Any questions or inquiries regarding the scope of work should be brought to the attention of

Dwayne Hogue, Police Sergeant  
Auxiliary Services- Headquarters  
Navajo Police Department  
928-637-5826  
[dhogue@navajo-nsn.gov](mailto:dhogue@navajo-nsn.gov)

- D. All proposals must be received by 5:00PM Mountain on Friday, November 29 ,2023. Proposals will not be accepted after this deadline. Three (3) original of the proposal must be enclosed in the sealed delivery method. One USB drive of a complete digital copy shall be included in the proposal. 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, 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. Description of the proposers' experience and capabilities in delivering the requested goods and services to government, corporate or law enforcement agencies. Delivery to law enforcement agencies should be emphasized.
  2. Proposer must include in their RFP a list of client references that can be used as references. Selected organizations may be contacted to determine the quality of work and services provided. The references should be law enforcement agencies.
  3. Provide insight describing the certification and work experience for the key staff who would be assigned to provide the requested goods and services to the NPD. Please include specialization of the key staff.
  4. Identify from what location the proposer will provide the services to the NPD.

5. Describe systems and mechanisms that would be established to ensure timeliness of response to the NPD staff and good communication during and following the project.
6. Describe systems and mechanisms that would be established for status reporting during the project.
7. Describe your preference for method of payment and your procedure for billing and other account requirements.
8. Describe the method and process for quality assurance and control measures to be used to ensure the desired outcomes of the Navajo Police Department are achieved.
9. Describe the experience, education, licensures, and certifications of key staff who would compose the team to achieve the project objectives. Ensure the proposal packet includes proof of education, licensures, and certification. Please outline their subject matter expert specializations and their expected role in the project. The proposer should clearly establish how the qualifications of the experts will allow Navajo Nation to achieve the desired outcomes.
10. Company name, address, direct contact information of the primary and secondary representatives. Describe the proposer's experience in delivering services to the public safety organizations similar to the listed Scope of Services in the RFP and years of service at your business and the proposer's experience working with the Navajo Nation.
11. COSTS: Provide a proposed fee for the project based on the scope of work as outlined in the proposal. The fee should include the following:
  - a. Base fee for the goods and services outlined.
  - b. Define any additional or variable charges proposed that would be in addition to the base fee.
12. License requirement. Please refer to Section VIII.
13. A completed W-9 Form (Exhibit B)
14. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)
15. The proposer must submit a statement indicating they accept the terms of the supplied Professional Service Contract. If they do not, the proposer must submit their exceptions to the terms of the

sample contract. A proposal in which the proposer attempts to impose conditions that would modify the requirements of the solicitation or limit the proposer's liability to the Navajo Nation shall be rejected as non-responsive.

16. A signed proposal by the representative who has the authority to sign.

**IV. SELECTION CRITERIA.**

The NPD will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance. **SELECTION CRITERIA.**

<b>CRITERIA</b>	<b>WEIGHT GIVEN</b>
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposer that will demonstrate the quality of services.	50 POINTS
2. Price.	40 POINTS
3. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the Proposer.	10 POINTS
<b>TOTAL CRITERIA WEIGHT</b>	<b>100 POINTS</b>

1. The goal of Bid Evaluation is to select a responsible vendor that is the most responsive and best serves the needs of the Navajo Police Department which include adherence to the Navajo Nation Business Opportunity Act and providing the Procuring Party with a reasonable price that is equal to or below the Maximum Feasible Cost for the Services requested with such Services completed by the specified milestone and ends dates. The lowest cost alone may not always best serve the needs of the Navajo Nation.

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

3. The criteria reflect the terms and conditions of the RFP and the Scope of Service. Criteria are not written verbatim but are summaries of the full

text found in the terms and conditions of the RFP and Score of Service.

**V. SCOPE OF SERVICE.**

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

**VI. TERMS AND CONDITIONS.**

- A. The liability of the Navajo Nation under a contract formed from this solicitation is contingent upon the availability of funds. Pursuant to 2 N.N.C §223(B), all contracts shall have sufficient funds available to perform the services under this Contract.
- B. Proposers must visibly mark their status as a vendor certified under the Navajo Nation Business Opportunity Act on the outside of the bid package, including their Priority ranking. It is the responsibility of the proposer to identify themselves as certified under the Navajo Nation Business Opportunity Act.
- C. Proposers must visibly mark as "Proprietary" each of their proposals which they consider to be proprietary information. The information submitted will be analyzed and may be shared internally, and appear in reports, as appropriate and at the NDP's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NDP reserves the right to use any non-proprietary information. No basis for claims against NPD shall arise as a result of a response to this RFP or from the NDP's use of such information.
- D. The Navajo Nation is not bound to enter into a contract under the solicitation and may issue a subsequent solicitation for the same services.
- E. Nothing in the solicitation 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.
- F. The Navajo Nation reserves the right to reject any and all proposals, and to waive minor irregularities in any proposals.
- G. The Navajo Nation reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- H. The NPD reserves the right to award all or a portion of the required services to more than one qualified proposer at the NPD's sole discretion.
- I. A proposal which the proposer attempts to impose conditions which would modify requirements of the solicitation or limit the proposer's liability to the Navajo Nation shall be rejected as non-responsive.
- J. The contract resulting from acceptance of a proposal by NDPS shall be

in a form supplied or approved by the NDPS and shall reflect the specifications in this solicitation. A sample contract is attached as Exhibit D for information 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 will be deemed to have accepted the form of the Agreement. The Navajo Nation will not consider changes to its indemnification and insurance.

- K. After preliminary selection and prior to contract award, NPD will meet with the Proposer to review procedures for invoicing, payment, reporting and monitoring contract performance.
- L. NPD shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this solicitation.
- M. The contract resulting from acceptance of a proposal by the NPD shall be in a form supplied or approved by the NPD and shall reflect the specifications in this RFP. The Purchase Order Terms and Conditions is attached.
- N. 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.
- O. The NPD reserves the right to perform unannounced site visits and interview staff and management prior to selection to determine, among other things if needed:
  - a. Customer service responsiveness;
  - b. Shop organization and operation efficiency; and
  - c. Response time.
- P. 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.
- Q. 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.

## **VII. COMPENSATION**

- A. Present detailed information for the identified services, 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 purchase.
- B. Provide specifics as to definitions of routine versus non-routine tasks,

what is fixed as opposed to variable, and how costs are adjusted according to that classification.

- C. Payment by the NPD for the identified services will only be made after the identified services have been delivered and accepted by authorized NPD representatives This includes all pertinent documents, including invoice and acceptance selection of an aircraft, according to specifications.
- D. The vendors W-9 address must be reflecting on the vendors' addresses.
- E. The successful proposer must align their invoice to the exact verbiage contained on the purchase order reflecting goods purchases.
- F. 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. PROPOSAL PRICE**

- A. The Navajo Nation requires the proposal to include a sealed bid price. Failure to do so will result in a "non-responsive" classification and rejected. A description of what shall be required in the sealed bid price is in Section 4 of the scope of service.
- B. Please refer to the Office of the Navajo Tax Commission at 928-871-6683 or their website at <http://www.tax.navajo-nsn.gov/> for additional information or guidance on what requires the Navajo Nation sales tax.
- C. The payment procedures established by the Division of Finance/OOC shall be adhere to and are to begin whenever Services are accepted.

#### **IX. LICENSE REQUIREMENT**

- A. Proposer must be licensed in the Navajo Nation if performing the goods and services on the Nation or they must be license in the state where the goods and service will be provided.
- B. The Navajo Nation may require the proposer with which a contract is established, prior to the commencement of work, to provide evidence of appropriate professional liability insurance and worker's compensation coverage. Describe how you would provide and in what coverage amounts.
- C. 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. Please refer to the Navajo Nation Corporation

Act Title 5, Chapter 19. Additional information can be found at [http://www.navajobusiness.com/doingbusiness/registration/NNCC/NNCC\\_process.htm](http://www.navajobusiness.com/doingbusiness/registration/NNCC/NNCC_process.htm)

- D. Proposer must obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program for the entire term of the contract. The insurance coverage shall name the Navajo Nation as an additional insured. Proof of such insurance must be attached. For additional clarification, please contact the Navajo Nation Risk Management Program at 928-871-6335 or their website at <https://isd.navajo-nsn.gov/quick/riskmgmt.html>



**EXHIBIT A**  
**SCOPE OF**  
**SERVICE**

# **EXHIBIT A**

## **SCOPE OF SERVICE**

The Navajo Police Department (NPD) seeks proposals from qualified vendors to assist with the development of an NPD Aviation Unit, selection of an aircraft, executing the program, and establishing policies, procedures, and training standards.

1. **Scope of Professional Services:** The successful proposer shall execute professional services that include the following,
  - a. Shall work with NPD to define objectives and vision for an Aviation Unit, assist the development team in identifying and defining goals and specific mission sets, and assist with the creation of an Aviation Unit Mission Statement.
  - b. Shall work with NPD to identify the overall budget, define budget categories, and assist with infrastructure plans to include facility location, maintenance, and support equipment needs.
  - c. Shall assist with defining a Command Structure with specific roles and responsibilities, provide a staffing plan that meets mission requirements, and develop the Aviation Unit Standard Operating Procedures.
  - d. Shall provide technical assistance and information to aid in the initial draft of the Aircraft procurement request for proposal which will include specific mission equipment and aircraft configuration.
  - e. Shall work with NDP to identify Aircraft Selection Criteria, provide technical information needed to finalize the request for proposal, act as a liaison between aircraft manufacturers and the department to schedule aircraft demonstrations, and provide recommendations to NPD regarding final aircraft selection.
  - f. Shall assist NPD with contract negotiations to ensure specification compliance and work with NPD and the selected aircraft manufacturer post-contract award.
  - g. Shall coordinate with NPD and the selected aircraft manufacturer during the build process to include potential site visits, progress inspections, and scope of work/services compliance.
  - h. Shall assist with the coordination, scheduling, and completion of individual Aircrew and Maintenance Technician Qualifications courses.
  - i. Shall assist with the finalization of facility selection to include sufficient hangar and administrative space.
  - j. Shall assist with preparations for final aircraft acceptance and delivery.
  - k. Shall provide technical assistance during the initial aircraft implementation and training phase.

I. Shall provide technical assistance to the NDP development team and unit personnel during mission implementation phase.

2. Objective: Create/ Develop Aviation Division within the Navajo Police Department Phased approach.

### **Phase I**

- Coordinate and work with development team to define Aviation Unit objectives and vision.
- Assist development team in identifying and defining short-term/mid-term/long-term goals.
- Assist development team in identifying specific mission sets the unit will conduct. (For example, Airborne Law Enforcement, Tactical Transport, Search and Rescue, General Support).
- Assist development team in creating an Aviation Unit Mission Statement.

### **Phase II**

- Coordinate with development team to identify overall budget and define budget categories.
- Provide development team with Infrastructure Plan to include Facility location, Maintenance, and support equipment needs.
- Assist with defining an efficient Command Structure with specific roles and responsibilities.
- Provide staffing plan that meets mission requirements (Pilots, Tactical Flight Officers, Paramedics, Maintenance Technicians).
- Begin development of unit Standard Operating Procedures which align with unit objectives and vision.
- Provide technical assistance and information to aid in the initial draft of the Aircraft procurement RFP which will include specific mission equipment and aircraft configuration.

### **Phase III**

- Work extensively with development team to identify Aircraft Selection Criteria.
- Provide needed technical information needed to finalize RFP.
- Coordinate with development team and aircraft manufacturers to schedule aircraft demonstrations.
- Provide recommendation to development team regarding final aircraft selection.
- Work with development team and selected aircraft manufacturer once RFP has been awarded to ensure RFP compliance.

### **Phase IV**

- Coordinate with development team and selected aircraft manufacturer during build process which may include periodic site visits, progress inspections, RFP compliance.

- Begin coordinating with development team and aircraft manufacturer to schedule and complete individual Aircrew and Maintenance Technician Qualification courses.
- Finalize facility selection to include sufficient hangar and administrative space.

#### **Phase V**

- Assist development team prepare for final aircraft acceptance and delivery.
- Provide technical assistance during initial aircraft implementation and training phase.
- Provide technical assistance to the development team and unit personnel during mission implementation phase.

**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](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> 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 <b>not</b> 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><b>4</b> 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><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> 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.

**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.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## 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](http://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**

**DO NOT FILL OUT**



## SERVICES CONTRACT

### ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and \_\_\_\_\_, hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning \_\_\_\_\_, and ending \_\_\_\_\_.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ \_\_\_\_\_, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the \_\_\_\_\_ (Contracting Program), and its Authorized Representative, \_\_\_\_\_, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-\_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

- 9. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
  
- 10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the NATION may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the NATION may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
  
- 11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

*Insert the NATION'S and the CONSULTANT'S contact and contact information:*


**NOTE:** The final invoice will be due within thirty (30) days after the Contract ends.

- 12. **Indemnification.** The CONSULTANT agrees to hold harmless and indemnify the NATION against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the NATION or to the extent they result from the negligence of NATION officials or employees as provided for and in accordance with 1 N.N.C. §§551 *et seq.*
  
- 13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To’Nanees’Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The **NATION** shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The **CONSULTANT** is solely responsible for the payment of all applicable taxes.

19. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
20. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
21. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT’S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

### SIGNATURES OF THE CONTRACT

**For the Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

**For The Navajo Nation:**

\_\_\_\_\_  
Branch Chief  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515  
\_\_\_\_\_ Date

**SERVICES CONTRACT**

**ATTACHMENT B – Scope of Work (include timeframe)**

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_



**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

FIRM NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 TELEPHONE NO. \_\_\_\_\_

**ACCOUNTING CODES**

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____ 0.00

**ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.  
 The detailed budget total must match the totals above and the totals on Page 1 of the Contract.**

\_\_\_\_\_ **-Cost Estimate-Fees**

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours outside the Navajo Nation: \$ \_\_\_\_\_

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours within the Navajo Nation: \$ \_\_\_\_\_

\_\_\_\_\_ % Navajo Nation tax on fees for work within the Navajo Nation: \$ \_\_\_\_\_

**Total Fees:** \$ \_\_\_\_\_

\_\_\_\_\_ **-Cost Estimate-Expenses**

Travel ( \_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile): \$ \_\_\_\_\_

Meals ( \_\_\_\_\_ meals x \$ \_\_\_\_\_ per meal): \$ \_\_\_\_\_

Lodging (\$ \_\_\_\_\_ per night x \_\_\_\_\_ required overnight stays): \$ \_\_\_\_\_

Airfare (\$ \_\_\_\_\_ per trip x \_\_\_\_\_ trips): \$ \_\_\_\_\_

Materials, supplies, and goods (list each item and associated cost): \$ \_\_\_\_\_

**Total Expenses:** \$ \_\_\_\_\_

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

**FOR INTERNAL GUIDANCE ONLY - Include in this section:**

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

**FOR INTERNAL GUIDANCE ONLY - Include in this section:**

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.