

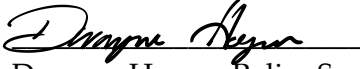


The Navajo Nation
 Yideeskáądi Nitsáhákees

DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

MEMORANDUM

TO : ALL BIDDERS

FROM : 
 Dwayne Hogue, Police Sergeant
 Auxiliary Services, Navajo Police Department

DATE : January 5, 2024

SUBJECT : RFP No. 23-12-3181GC

Notice is hereby given with Addendum one (1) to Request for Proposal RFP# 23-12-3181GC-Dispatch Workstation Furniture with new due date to posting of the RFP. There are new due dates for the different elements in the schedule

1. RFP SCHEDULE DEADLINE:

ORGINIAL DATES: Deadline: January 8, 2024
 Evaluation: January 9-12, 2024
 Notice of award: January 15, 2024
 Award of contract: April 26, 2024

NEW SCHEDULE DATES:
 Deadline: January 15, 2024
 Evaluation: January 16-19, 2024
 Notice of award: January 22, 2024
 Award of contract: April 26, 2024

All other RFP requirements and proposal format remain unchanged.

If you have any questions, I can be reached at (928) 637-5826 or dhogue@navajo-nsn.gov. Thank you.

**REQUEST FOR PROPOSAL
NAVAJO DIVISION OF PUBLIC SAFETY
DISPATCH WORKSTATION FURNITURE
BID NUMBER: 23-12-3181GC**

1. PURPOSE OF REQUEST

The Navajo Nation through its agent, the Navajo Division of Public Safety (NDPS), seeks proposals from qualified vendors for fourteen (14) ergonomic dispatch workstation furniture to be placed in two consolidated PSAPs (one located in Arizona, and one located in New Mexico).

2. TIME SCHEDULE

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

| | |
|--|--------------------|
| RFP Issued | December 20, 2023 |
| Deadline for Submittal of Proposal by 5:00PM(MST) | January 8, 2024 |
| Evaluation and intent to select proposal | January 9-12, 2024 |
| Notice of conditional selection and initiate award process (tentative date) | January 15, 2024 |
| Award of contract by the Navajo Nation (tentative date) | April 26, 2024 |

3. GENERAL INSTRUCTIONS FOR PROPOSERS

- a. The Purchasing Service Department of the Navajo Nation Office of the Controller receives all proposals on behalf of the NDPS.

Delivery: Grace Coan, Buyer
Purchasing Service Department
Admin Building One
Window Rock Boulevard
Window Rock, AZ 86515

Mailing: Grace Coan, Buyer
Purchasing Service Department
Post Office Box 3150
Window Rock, AZ 86515

- b. Any questions or inquiries regarding this solicitation should be directed to

Dwayne Hogue, Police Sergeant
Auxiliary Services-Headquarters
Navajo Police Department
dhogue@navajo-nsn.gov/928-637-5826

- c. On the exterior of the delivery method, the proposer must ensure their business name is clearly visible. If asserting Priority status, the proposer shall visibly mark their status, ranking and certification number on the exterior of the delivery method. All proposals shall clearly mark the following on the packet: **“NDPS DISPATCH WORKSTATION FURNITURE 23-12-3181GC.”**
- d. Proposals must be received by 5:00PM Mountain on January, 8, 2024. Proposals will not be accepted after this deadline. **Three (3) copies of the proposal plus one USB of completed proposal must be enclosed in the sealed delivery method. No facsimile, electronic or telephone proposals will be accepted.**
- e. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider's capabilities to satisfy the requirements of the request. Special bindings, colored displays, glossy paper, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

4. Contents of Proposal Submittal

- a. A signed proposal by the representative who has the authority to sign. (will sign at the end)
- b. A completed W-9 Form (Exhibit B)
- c. A completed Navajo Nation Certification Regarding Debarment and Suspension Form (Exhibit C)
- d. Describe systems and mechanisms that would be established for status reporting during the project.
- e. Company name, address, direct contact information of the primary and secondary representatives. Describe the proposers experience in delivering services to public safety organizations similar in size and scope of those listed under the Scope of Services in this RFP and years of service at your business.
- f. List three references that NDPS may contact that have received similar services as outlined in the scope of service. The Name, title, program, email and phone
- g. Proposers must identify their continuous experience in providing Dispatch Console Furniture to PSAPs and services specific to the Navajo Nation. Identify key staff who would compose the team to achieve the project objectives.

- h. Describe the method and process for quality assurance and control measures to be used to ensure the desired outcomes of the Navajo Nation are achieved.
- i. For Navajo Nation tax purposes, identifying the home base of where services will be provided from.
- j. The proposer must submit a statement indicating they accept the terms of the supplied Professional Service Contract (Exhibit D). 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.

5. SELECTION CRITERIA

- a. The goal of Bid Evaluation is to select a responsible vendor that is the most responsive and best serves the needs of the Navajo Nation 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 end dates. The lowest cost alone may not always best serve the needs of the Navajo Nation.
- b. The NDPS shall 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.
- c. 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 the Scope of Service.

6. SCOPE OF SERVICE

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

7. 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 part of their proposal which they consider to be proprietary information. 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 NDPS reserves the right to use any non-proprietary information. No basis for claims against the NDPS shall arise as a result of a response to this RFP or from the NDPS's use of such information.
- d. The Navajo Nation is not bound to enter 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 is a sovereign government and all contracts entered into as a result of the solicitation shall comply with Navajo Nation Law, rules and regulations, including but not limited to the Navajo Preference in Employment Act and applicable federal laws, rules, and regulations.
- g. The Navajo Nation reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- h. The Navajo Nation reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- i. The NDPS reserves the right to award all or a portion of the required services to more than one qualified proposer at the NDPS's sole discretion.
- j. A proposal in 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.
- k. The contract resulting from acceptance of a proposal by the 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 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 will be deemed to have accepted the form of the Agreement. The Navajo Nation will not consider changes to its indemnification and insurance.

- l. After preliminary selection and prior to contract award, the NDPS will meet with the Proposer to review procedures for invoicing, payment, reporting, and monitoring contract performance.
- m. The NDPS shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this solicitation.

8. 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.
- 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. Payment by the NDPS for the services will only be made after the services have been performed and accepted by authorized NDPS representatives. Itemized billing shall be submitted upon establishing submission tables.
- d. The payment procedures established by the Division of Finance/OOC shall be adhered to and are to begin whenever Goods are delivered and accepted.

9. LICENSE REQUIREMENT

- a. Proposers 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/N_NCC_process.htm
- b. 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.navajonnsn.gov/quick/riskmgmt.html> <https://isd.navajonnsn.gov/quick/riskmgmt.html> .

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EXHIBIT A

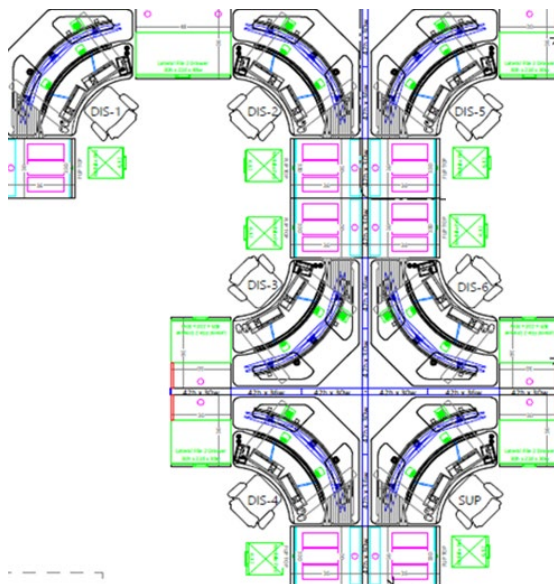
Exhibit A

The Navajo Nation through its agent, the Navajo Division of Public Safety (NDPS), seeks proposals from qualified vendors for fourteen (14) ergonomic dispatch workstations to be distributed between two new consolidated Public Safety Answering Points (PSAPs). Each location will include the installation of new modular buildings to house the PSAPs and their associated infrastructure. One site will be in Arizona, with the second site located in New Mexico.

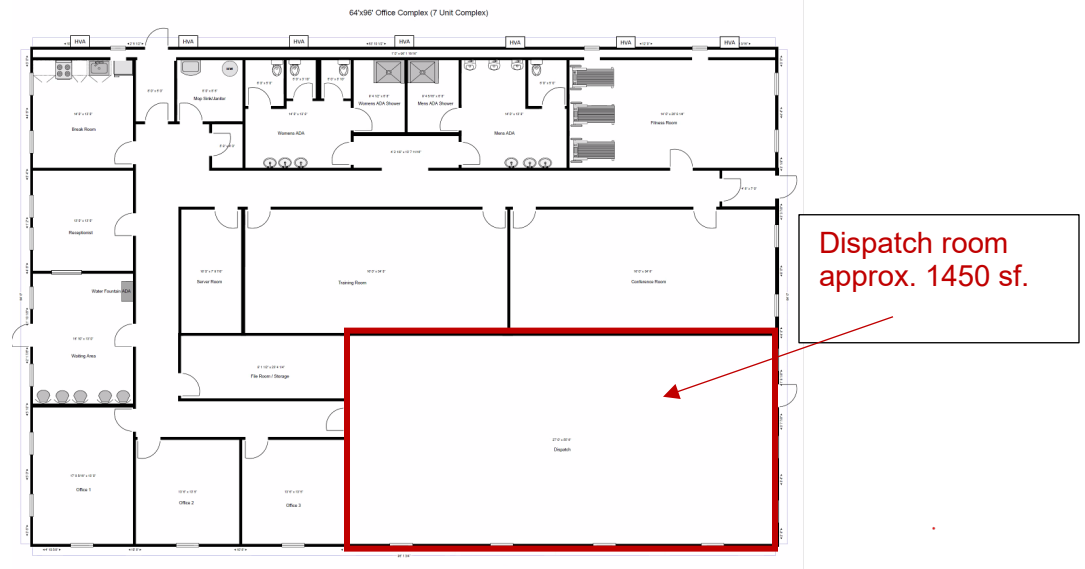
1. General Administrative Statements

- a. The NDPS currently maintains emergency communications through seven police districts across the Navajo Nation. NDPS intends to consolidate those seven dispatch centers into two new PSAPs located in Arizona and New Mexico respectively.
- b. Each new consolidated PSAP will be housed in new modular buildings with approximately 1,450 square feet of space dedicated to the configuration of seven (7) individual answering point positions. Workstations will be utilized by emergency dispatchers, call-takers, and supervisors.

Sample console configuration only, proposer shall provide recommended design(s).



Sample building configuration only, adjustments may be made before floorplan finalization.



- a. NDPS desires consoles to have height adjustable work surface(s) to accommodate stand-up and sit-down work positions in one unit as defined in: **ANSI/HFES 100 – 2007 HUMAN FACTORS ENGINEERING OF COMPUTER WORKSTATIONS** - dated November 16, 2007
- b. Standing adjustability requirements are based on input device support surface heights specified in: **ANSI/HFES 100-2007**
- c. Monitor support surface heights are based on surface heights specified in: **ANSI/HFES 100-2007**
- d. The Navajo Nation has set **June 28, 2024**, as the last date to encumber allocated funds contained in **CJN-29-22** for this project. **The project must be completed, and encumbered allocations must be liquidated by September 30, 2026.** The proposer should prepare their submissions to ensure their active participation for the duration of the project timeline through September 30, 2026.
- e. Selected vendor will ensure product delivery to, and installation at, designated PSAP sites in Kayenta, AZ and Ya-Ta-Hey, NM based on NDPS timeline.
- f. Selected vendor must provide sufficient manpower (licensed and certified as applicable) and equipment to complete installations within the designated time frame(s).
- g. Selected vendor will provide initial configuration(s) as needed for all hardware functionality and controls.

- h. Selected vendor will demonstrate and confirm the operational status of all hardware and controls to designated NDPS personnel before acceptance of work completion.

2. Supplemental Pricing Information

- a. Selected vendor must include the cost of individual components as line-item pricing to include applicable taxes and shipping.
- b. Sales tax of 6% shall apply to the total of goods purchased.
- c. Sales tax of 6% shall apply to any labor hours for work completed on the Navajo Nation.
- d. It is the responsibility of the proposer to document potential variability for the course of this solicitation forecast fluctuations that will impact your budgeting assumptions and mitigate any cost for shortfalls for this business model once the cost proposals have been agreed to for this solicitation the NDPS does not intend to increase allocations from the agreed budget however if the Navajo Nation council increases the base allocation from CJN-29-22 that may cause a modification if the scope of the project is expanded with the additional allocation the increase to the base allocation is not likely but it is possible.
- e. Selected vendor shall warranty hardware and labor for a period of five years from date of customer acceptance, or beneficial use and occupancy, whichever occurs first.
- f. Warranty shall cover all workstation components and include the cost of all labor, parts, shipping, and transportation.
- g. Manufacturer of workstations shall assume primary responsibility of warranty claims - **deference to 3rd party supplier is not acceptable.**

3. Desired features for Dispatch and Call-Taking Workstations

- a. **Stability**

All workstations must be designed specifically for 24/7 operations and for ease of reconfiguration and upgrading. Workstations must be adjustable for sit-down or stand-up usage and must remain stable at full extension.

Workstations must raise and lower to accommodate levels of comfort and ability, in conformance with all applicable rules of the Americans with Disabilities ACT (ADA). Additionally, workstations must meet operator Clearance requirements as detailed in: **ANSI/HFES 100-2007.**

- b. **Keyboard/Work Surface**

Keyboard surface should be of robust construction and be able to withstand/prevent damage from users sitting, leaning on, or using the surface as an aid in standing. Surface should be adjustable and should provide enough room for multiple keyboards and/or input devices, while still providing room for note taking on either side. Controls should be provided to adjust the work surface, with preference given to motorized adjustments with electronic or software-based controllers. Additional consideration granted for the ability to store operator profiles for one-touch adjustment(s) during shift changes.

c. **Monitor Support/Surface**

Monitor support/surface must be wide and deep enough to accommodate up to quantity six (6) 24-inch (24”), or some combination of large (up to 50-inch) and small LCD flat panel monitors. Monitors should be arranged in a curved configuration to achieve as close to equal focal lengths as possible. If monitors are to be stacked, consideration should also be taken to maintain proper viewing angles for the average viewer. Monitor support/surface needs to be adjustable in compliance with **ANSI/HFES 100-2007**, with preference given to a support/surface that is independently adjustable from the keyboard/work surface. Additional consideration will be given to monitor support(s)/surface(s) engineered to ease the serviceability of supported/attached devices, and in anticipation of the possibility of technicians needing to stand or kneel on them to service equipment.

d. **Preferences for Adjustable Devices/Surfaces**

Adjustable devices/surfaces should be engineered to industry safety standards to prevent potential operator injury. This should include finger clearances between stationary returns and moving surfaces or between moving surfaces of double surface tables as required. Preference will be given adjustable devices/surfaces that include collision detection technologies to prevent entrapment of operator extremities, or damage to equipment from misalignment, obstruction, or surface overload. Additional preference will be given for the ability of this function to work during both upward and downward movement.

e. **Device/Surface Controllers/Electronics**

Controllers/electronics which power the height adjustments of surfaces should be mounted in an easily accessible location for activation and troubleshooting/repair activities. Preference will be given to mountings that do not require dispatchers or service technicians to crawl under the workstation and/or work above their head. All controller buttons and associated hardware (i.e. cables, cable pathways, electrical/junction boxes,

etc.) shall be labeled for easy identification.

f. **Personal Climate Controls**

Workstations should be capable of supporting personalized climate controls for individual users. Preference would be for a system that provides for desktop and footwell air flow/heating, replaceable/re-useable air filtration, and LED task lighting. Solution should include a convenient, accessible User Hand Control (UHC) located on the Keyboard/Worksurface. The controller should support regulation of air flow to the work surface, control of two task lights with dimming capability, regulation of footwell heating/airflow and status indication of the operational condition of the various components. Additional preference will be given for integrated motion detection technology that can shut down all controlled functions (after a set time) when a position becomes unoccupied. It should also have the ability to restart said functions, at their previous settings, when an operator returns to the workstation. Additional preference will also be given to footwell heaters (or alternate solutions) that have the ability to re-direct heated air from an operator's feet to their hands, or to provide heat to both simultaneously. Task lights are preferred to have two-arm adjustment capability for user comfort.

g. **Operator Status Light(s)**

Workstation should feature elevated operator status light(s) to provide easy visual confirmation of operator status across the center. Preference will be given to solutions that feature multiple status options, with additional preference given to features that automate changes to status lights based on answering of calls, or activation of radio mics, etc.

h. **Workstation Furniture**

Workstation should contain at minimum one multi-use drawer unit with two (2) minimum 6-inch-deep drawers and one (1) minimum 12-inch-deep drawer to accommodate storage of headsets, office supplies, and operator personal effects to include purses, bags, and smaller backpacks. Selected vendor must include design drawing(s) to illustrate the workstation configuration, to include the required multi-use drawer unit and any additional furniture (i.e. additional drawer pedestals, bookcases, filing cabinets, lazy Susan's, and/or auxiliary lighting, etc.). Feel free to be creative and provide a welcoming solution that you yourselves would enjoy sitting at for 8-12 hours in a day. However, please be budget conscious in your choices, as functional requirements will necessarily have to take precedence over aesthetics if pricing runs up against the limits of funding. **Proposers may recommend shelving and rack mount enclosures as well, as an option inclusive of additional associated costs.**

i. **Panel System**

Workstation layout must include a separation panel system between operator positions to provide task separation, individual privacy and sound mitigation. Panels should be of robust construction and capable of standing up to the abuses of a 24/7/365 high paced work environment. Panels should be capable of supporting concealed Ethernet LAN cable management, and any panels that extend above the workstation surface should be of the acoustic mitigation variety. **Any workstation design/layout that does not include a panel divider system will not meet base bid requirements and will not be considered.**

j. **Cable Management**

It is preferred that cable management is well thought out and thoroughly integrated into the workstation design and components. Separate pathways for high and low voltage wiring are required. It is preferred that all cable management is easily accessible for installation, maintenance, troubleshooting, and upgrade/expansion activities. Separate pathways should be available from the CPU(s) to the monitor support/surface, and to the Keyboard/worksurface for appropriate device cables. Selected Vendor shall provide premium quality extension cables as required to connect monitors, keyboards, mice and all other devices as required to the CPU.

k. **CPU Enclosure(s)**

It is preferred that CPU enclosure(s) provide support for a minimum of three computing platforms. The enclosure(s) should be designed with easy accessibility for maintenance and servicing. Preference will be given to solutions that include items such as slide-out or articulated mounting trays for easy platform and wiring connection access. Additional preference will be given for motion sensing lighting which activates when a technician accesses the computing platforms for service. The selected vendor shall provide premium quality extension cables (as required) to connect monitors, keyboards, input devices, etc. from their designated locations to the CPU enclosure(s).

l. **Power Distribution and Convenience Outlet(s)**

Workstation(s) must provide for power distribution to accommodate all CPUs, monitors, controllers, lights, speakers, climate control and miscellaneous devices. Additionally, a minimum of one (1) 120 VAC convenience outlet and two USB charging outlets (USB-A and USB-C) are preferred.

m. **Optional Carpet Tiles**

Communication Center appropriate carpet tiles will be needed to cover the entire floor surface in each new PSAP (appx. 1450 sf each center, 2900 sf total). It is preferred that carpet tiles are noise and static mitigating, easy to maintain and/or replace and odor-free. Floor prep, installation, and warranty options must be provided if proposing a carpet solution.

4. Alternate Solutions and Options

If you have a solution, or an option, that you would like to recommend that does not quite fit into any of the Desired Features listed above please feel free to include information about the solution or option, as well as an explanation of why you feel it is a “must have” moving forward. Please provide pricing as you would for all other aspects of the response, but outline it in a separate section as an add-on or option.

EXHIBIT B

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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.

| Social security number | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|--|--|
| | | | | - | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | 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.

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

EXHIBIT C

**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

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

EXHIBIT D – _____

EXHIBIT E – _____

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. **Documents Constituting the Contract.** The following are to be considered collectively as one agreement/contract and the term Contract whenever used herein shall be deemed to include all such documents:
 - this ATTACHMENT A – Mutual Promises and Agreements;
 - ATTACHMENT B – Scope of Work (“Scope of Work”);
 - EXHIBIT A – Accounting Codes and Budget;
 - EXHIBIT B – Consultant Credentials;
 - EXHIBIT C – Certificate of Insurance; and (where applicable)
 - EXHIBIT D – _____; and
 - EXHIBIT E – _____.
3. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in **ATTACHMENT B – 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.
4. **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**.
5. **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.
6. **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.
7. **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.
8. **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.

9. **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.
10. **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.
11. **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.
12. **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.

13. **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.*
14. **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).
15. **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.
16. **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.
17. **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.*, 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.
18. **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.
19. **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.

20. **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.
21. **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 (5) days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**. The failure to fully comply with this provision shall render this Contract null and void.
22. **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:

For the Navajo Nation:

| | Date | Branch Chief | Date |
|--|------|----------------------------|------|
| | | The Navajo Nation | |
| | | Post Office Box 9000 | |
| | | Window Rock, Arizona 86515 | |
| | | | |

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

ACCOUNTING CODES

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

ATTACH A DETAILED BUDGET TO THIS EXHIBIT

The detailed budget total must match the totals above and the totals on Page 1 of the Contract.

Consider using the SAMPLE FORMULAS below:

_____ – **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: \$ _____
_____ Percent Navajo Nation tax on fees for work within the Navajo Nation: \$ _____
Total Fees: \$ _____

_____ – **Cost Estimate – Fees**
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 indicating that the attached Certificate of Insurance meets RMP's minimum insurance requirements.

EXHIBIT E

| | | |
|------------|--|------------|
| Evaluator: | | 12/20/2023 |
| Bidder: | | |

Bidder Proposal: Evaluation Process

(0-1) Low (2-3) Med (4-5) High

| <u>Category</u> | <u>Criteria</u> | <u>Score (0-5)</u> | <u>Weight</u> | <u>Weighted Score</u> | <u>Comments</u> |
|--|---|-----------------------|---------------|--------------------------|-----------------|
| Proposal Requirements | 1. Exterior of delivery, business name visible. 2. Priority Status clearly marked on exterior of delivery. 3. 3 copies of proposal, 1 USB | 5 | 3 | 15 | |
| Contents of Proposal | 1. Proposal signed by authorized party 2. W-9 Form 3. Debarment and Suspension 4. Company information 5. Home base | 5 | 5 | 25 | |
| Contents of Proposal | 1. References 2. Dispatch Console Experience 3. Navajo Nation Experience 4. Statement on project status and communication 5. QA/QC Statement 6. Accepts terms and conditions of PSC. If, not, exceptions. | 5 | 6 | 30 | |
| Proposal Price | 1. Sealed bid included with a clear and definitive dollar amount 2. Itemized fees & expenses. | 5 | 10 | 50 | |
| License Requirement | 1. License on the NN or in the state where services will be provided. 2. Insurance coverage provided | 5 | 10 | 50 | |
| Scope of Work. Section 3 | 1.Compliance with SOW § 3.a 2.Compliance with SOW § 3.b 3.Compliance with SOW § 3.c 4.Compliance with SOW § 3.d 5.Compliance with SOW § 3.e 6.Compliance with SOW § 3.f 7.Compliance with SOW § 3.g 8.Compliance with SOW § 3.h 9.Compliance with SOW § 3.i 10.Compliance with SOW § 3.j 11.Compliance with SOW § 3.k 12.Compliance with SOW § 3.l 13.Compliance with SOW § 3.m | 5 | 520 | 2600 | |
| Scores for the Bidder Proposal portion of the Evaluation Process | | | | Evaluator Final Comments | |
| Evaluator's Name (Signature) | | Subtotal Score | | 2770 | |
| Evaluator's Name (Print) | | | | | |
| BIDDER Proposal Score | | Max: | 2770 | | |