

**REQUEST FOR PROPOSAL  
COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED  
ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

**SECTION I**

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

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Telecommunication & Utilities (NNTU), Division of General Services, Navajo Nation, P.O. Box 2928, Window Rock, Arizona. The contact person for this RFP is Ms. Veronica Laughter, Program Manager I, NNTU.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:**  
This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP and may request a copy of Navajo Nation procurement regulations from the NNTU Program Manager at any time up to the Deadline for Proposals.
- E. **SCHEDULE OF ACTIVITIES:**
- |  | <b>DEADLINE:</b>                       |
|--|--|
| 1. Public Advertisement  | August 8, 2024                         |
| 2. Proposals will be sent to vendors on our current listing                                      | August 8, 2024                         |
| 3. Prospective respondent's written question deadline<br>(No questions accepted after this date) | August 21, 2024                        |
| 4. Email responses to bidders for all questions  | August 22, 2024                        |
| 5. <b>Due date for proposals</b>   | <b>August 30, 2024<br/>4 p.m. MDST</b> |
| 6. Opening of proposals and evaluation by<br>Review Team or Program Manager                      | September 2, 2024                      |
| 7. Award date for contract<br>Pending Legislative Review-164 process                             | September 6, 2024                      |

**REQUEST FOR PROPOSAL  
COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED  
ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Veronica Laughter, Program Manager I, NNTU at [veronica.laughter@navajo-nsn.gov](mailto:veronica.laughter@navajo-nsn.gov). No inquiries will be accepted after the inquiry deadline listed in section E.
- G. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before **4:00 p.m., August 30, 2024** (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. Late proposal will not be accepted.
- I. **FOUR SETS OF PROPOSAL ARE REQUIRED:** Four sets of the proposal must be delivered in a sealed envelope. –NOTE: Please Mark on the outside of the envelope- Commercial Outdoor Landscaping, Ground Maintenance, & Weed Abatement Service Proposal and Bid Number No. **24-06-3388GC** and the name and address of the firm submitting the proposal.

Proposal Format:

- a. Statement of Qualifications of service provider in performing the services sought
  - b. Response to Scope of Work
  - c. Schedule for maintenance
  - d. List of similar services provided to other business customers on Navajo Nation in proportion to requested Scope of work.
  - e. Cost proposal (Cost for service should be in separate sealed envelope and will not be opened until bidder has met minimum requirements set by this proposal. Failure to do so will be deemed non-responsive.)
  - f. The proposal must be visibly marked on the outside of the proposal package, if applicable the offeror's priority status under the Navajo Nation Business Opportunity Act. It is the responsibility of the offeror to identify themselves as certified under the Navajo Nation Business Opportunity Act.
- J. **SUBMISSION OF FORMS:**  
Upon notification of award, the successful bidder shall complete and provide the attached forms to the issuing office.
- W-9
  - Navajo Nation Debarment & Suspension Form
- K. **PROCESSING OF PAYMENTS:** The payment procedures established by the Navajo Nation Division of Finance shall be adhered to and are to begin when Goods and/or Services are delivered and accepted.

**REQUEST FOR PROPOSAL**  
**COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED**  
**ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

- L. **REJECTION OF PROPOSALS:** NNTU reserves the right to reject any and all proposals. This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the NNTU Program Manager determines it is in the best interest of the Navajo Nation.
- M. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each and every page of the proprietary material must be labeled or identified with the word “proprietary”.
- N. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become property of The Navajo Nation and will not be returned to the respondent. Responses received will be retained by NNTU and may be reviewed by any person after final selection has been made, subject to paragraph K above. NNTU has the right to use any or all system ideas presented in reply to this RFP, subject to limitations in paragraph K above. Disqualification or non-selection of a respondent or proposal does not eliminate this right.
- O. **INCURRING COSTS:** NNTU is not liable for any cost by the respondents prior to issuance of a contract.
- P. **ACCEPTANCE TIME:** NNTU intends to make a vendor selection within (5) working days after the closing date for receipt of proposals.
- Q. **SUFFICIENT APPROPRIATION:**  
A contract awarded as a result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall affect such termination or reduction in scope. The NNTU Program Manager’s decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.
- R. **JOINT PROPOSALS OR SUBCONTRACTING:** Joint proposals are prohibited. Responding bidders are prohibited from subcontracting to third party to perform the scope of work. Responding bidders’ main business should be centered around landscaping, weed abatement and maintenance of grounds.
- S. **EVALUATION PROCEDURES AND CRITERIA.**
1. An evaluation team will judge the proposals received in accordance with the general criteria used herein. The team may request oral presentations by respondents. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.

**REQUEST FOR PROPOSAL**  
**COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED**  
**ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

2. Failure of a respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the respondent to the execution of a contract.
3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of NNTU. The specifications in this RFP represent the minimum performance necessary for a response. On the basis of the evaluation criteria established in this RFP the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NNTU Program Manager may elect to evaluate RFP solely.
4. Evaluation Criteria: The following criteria will be used by an adhoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for NNTU. Any total score of less than 50% of the possible points in point categories a-f will automatically disqualify a proposal, regardless of whether the total score ranks the proposal as highest. Only the cost proposals that meet the minimum point criteria will be opened. Unopened cost proposals will be returned to vendor. Proposals will be first evaluated by the following five criteria with a total of 70 points possible:

Initial Point Criteria:

- |   |             |
|---|-------------|
| a. Statement of Qualifications of service provider in performing the services sought.                                       | 0-20 points |
| c. Response to Scope of Work  | 0-25 points |
| d. Schedule for maintenance   | 0-10 points |
| e. List of similar services provided to other business customers on Navajo Nation in proportion to requested Scope of work. | 0-10 points |
| f. Navajo Nation vendor, Priority 1 or 2  | 0-5 points  |

Price/Cost of Service:

Price will be a factor in determining the Vendor(s) or proposal(s) selected.  
Points will be awarded based on delivery of all services at a reasonable cost.  
0-30 points

Total possible points=100

- T. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to the RFP (see attached Professional Service Contract template).
- U. **TAX:**  
All appropriate taxes should be included in cost of services including the Navajo Sales Tax.

**REQUEST FOR PROPOSAL  
COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED  
ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. Section 601 et. seq.).

- V. **TERM:** The term of this contract will be for a period of 3 years from date of award.
- W. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.
- X. **COMPLIANCE WITH LAWS AND REGULATIONS:**  
The successful Vendor shall comply with all Federal, Tribal, State, and Local laws, regulations and Navajo Nation rules and policies pertaining to work under its charge, and shall, at its expense, procure any permits that may be required.

Y. **INDEMINIFICATION:**

To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions and performance under the contract. The Vendor further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision.

**REQUEST FOR PROPOSAL  
COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED  
ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

**SECTION II**

**A. BACKGROUND**

The Navajo Nation Telecommunication & Utilities (NNTU) within the Division of General Services is responsible for administering, managing, and planning for the telecommunications and utility activities for the Navajo Nation governmental offices.

NNTU is requesting for Commercial Outdoor Landscaping, Ground Maintenance, & Weed Abatement Service for designated Navajo Nation governmental offices in Window Rock, St. Michael's, and Ft. Defiance, Arizona. Window Rock, Arizona is the capitol of the Navajo Nation. The capitol is home to Legislative, Executive, and Judicial branch offices. On an annual basis, the capitol offices are visited by county, state and federal representative in the conduct of Navajo Nation business and service to the Dine' People.

**B. RESPONDENT REQUIREMENTS:**

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

**C. SERVICES TO BE PROVIDED BY CONTRACTOR:**

1. The contractor will provide commercial outdoor landscaping, grounds maintenance, and weed abatement services for the following buildings and areas within Window Rock, St. Michael's and Ft. Defiance, AZ. Services will be conducted twice a year, Spring and Fall.

2. Location Sites:

**Window Rock, AZ**

**Morgan Boulevard:**

- Building No. 2528-Navajo Nation Telecommunication & Utilities  
*Ground maintenance, weed abatement and debris removal, trim hedges, water trees*
- Building No. 7447-Two Way Radio Shop  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2740-Training Center Complex  
*Ground maintenance, weed abatement and debris removal, trim brushes*
- Building No. 5250/5251/2518-Department of Emergency  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2556-Dine Education Center  
*Ground maintenance, weed abatement and debris removal, trim brushes*

**REQUEST FOR PROPOSAL**  
**COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED**  
**ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

*and trees, resurface gravel*

- Building No. 9748-Office of Labor Relations  
*Ground maintenance, weed abatement and debris removal and trim trees*
- Building No. W008-243-Peacemaking/Probation & Parole Services  
*Ground maintenance, weed abatement and debris removal, trim trees, and remove dead trees.*
- Building No. 2526/2885-Ethics & Rules Office  
*Ground maintenance, weed abatement and debris removal, trim trees*
- Building No. 6656-EPA-Storage Tank & Underground Leaking Storage Tank Program  
*Ground maintenance, weed abatement and debris removal*
- Building No. 7498-Office of the Auditor General/Navajo Government Development  
*Ground maintenance, weed abatement and debris removal*
- Building No. 8620-Law & Order Conference Room  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2767-Department of Veterans Affairs, Central Admin.  
*Ground maintenance, weed abatement and debris removal*

**Tribal Hill Drive:**

- Building No. 2754-Workforce Development-Administration  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2498-Department of Information Technology  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2409-Workforce Development *Double wide trailer*  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2589- NN Child Support Enforcement  
*Ground maintenance, weed abatement and debris removal*

**Indian Route 100:**

- Building No. 3783-AML/UMTRA  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2537/2540/2541-Minerals Department/Admin.  
*Ground maintenance, weed abatement, debris removal, and water trees*
- Building No. 8971/4791-Minerals Audit Program  
*Ground maintenance, weed abatement, debris removal, and water trees*
- Building No. 2522-Department of Justice  
*Ground maintenance, weed abatement, debris removal, and water trees*

**REQUEST FOR PROPOSAL**  
**COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED**  
**ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

- Building No. 2560-Navajo Nation Council Chambers  
*Ground maintenance, weed abatement and debris removal, trim trees & brushes, resurface red sand*
- Building No. 2390/2527-Legislative Office Complex Offices  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2321-Budget & Finance Office Complex  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2636-Office of the President & Vice President/Division of Natural Resources  
*Ground maintenance, weed abatement and debris removal, trim trees & brushes, resurface red sand. Water trees.*  
*Inspect all irrigation valves and emission devices to be sure they are functioning properly.*
- Building No. 2353-Office of Vital Records/Office of Public Defender  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2689-Department of Family Services/Navajo OSHA/DNR  
*Ground maintenance, weed abatement and debris removal*
- Building No. W00B-47-Division of Natural Resources-Heritage & Historic Preservation  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2521-Department of Justice  
*Ground maintenance, weed abatement and debris removal, trim hedges, brushes and trees. Water trees.*
- Building No. 2695-Navajo Environmental Protection Agency  
*Ground maintenance, weed abatement, debris removal, and water trees*
- Building No. 2558-Navajo-Hopi Land Commission  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2559-Administration Building No. 1  
*Ground maintenance, weed abatement, debris removal, and trim trees and shrubs*
- Building No. 2296-Administration Building No. 2  
*Ground maintenance, weed abatement, debris removal, and trim trees and Shrubs*
- Building No. 2456-Fire & Rescue Station  
*Ground maintenance, weed abatement, debris removal, and trim trees and Shrubs*
- Building No. 2516-Division of Public Safety  
*Ground maintenance, weed abatement and debris removal*

**REQUEST FOR PROPOSAL**  
**COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED**  
**ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

- Building No. 7968 A & B-Judicial Complexes  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2391-Criminal Investigation Services  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2891/6533/6175-Emergency Medical Services  
*Ground maintenance, weed abatement and debris removal*
- Building No. 5299-DPS-Police Dispatch Service  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2892-Department of Internal Affairs  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2646-Office of the Prosecutor & #-None-White Collar Crime Unit  
*Ground maintenance, weed abatement, debris removal and trim trees*
- Building No. 2887-DPS-Records Section  
*Ground maintenance, weed abatement and debris removal*
- Window Rock Boulevard (Highway right of way) area.  
*Ground maintenance, weed abatement and debris removal  
and mow weeds*
- Navajo Veteran's Memorial Park  
*Ground maintenance, weed abatement and debris removal, trims brushes  
and trees as needed.*
- Building No. 7968A/7968B-Judicial Building (Supreme Court/ )  
*Ground maintenance, weed abatement and debris removal*
- Building No. 2457/2458-Fish & Wildlife  
*Ground maintenance, weed abatement and debris removal, trims brushes  
and trees as needed.*
- Building No. 2318-EPA-Air/Toxic Cleanup  
*Ground maintenance, weed abatement and debris removal*
- Abandoned stone buildings (3)  
*Remove and dispose of 6 trees*
- Building No. W008-248-Indian Child Welfare Program  
*Ground maintenance, weed abatement and debris removal*

**REQUEST FOR PROPOSAL  
COMMERCIAL OUTDOOR LANDSCAPING, GROUND MAINTENANCE & WEED  
ABATEMENT SERVICES RE-BID NO. 24-06-3388GC**

**Taylor Road**

- Building No. 4341-Karigan Professional Building  
*Ground maintenance, weed abatement and debris removal, re-surface gravel and underlayment, replace sod at North and South side of building, trim brushes and trees as needed, remove 3 trees, weekly lawn mowing July-September 2021.  
Check sprinklers for leaks, breaks and malfunction and repair as needed.*

**Ft. Defiance, AZ**

**Navajo Route N54**

- Building No. 7159-Navajo Transit Service Complex  
*Ground maintenance, weed abatement and debris removal*
3. Contractor shall furnish all labor equipment and materials necessary to complete installation.
  4. Contractor will include all costs for seasonal maintenance of landscape for a period of three (3) years. Maintenance shall include cleanups, fertilization, shrub and tree care, etc.
    - a. For lawn mowing, Edging and Pruning (weeding of plant bed area & berms, pruning of shrubs and trees). After mowing, edging or pruning, all grass-shrubs clippings and debris shall be removed from premises and all walkways are to be left in a clean condition).
    - b. Trimming of trees (trims trees and shrubs in such a condition that they are properly shaped and do not interfere with walkways and/or the buildings on the site) and clean up.
  5. The Contractor must dispose of the grass/shrub clippings.
  6. The Contractor will include schedules for all requested services.
  7. **Cost proposal should be detailed and separated by sites and years.** NNTU reserved the right to change site listed based on need. Change in cost will be handled via change order through contract modification.



## SERVICES CONTRACT

### ATTACHMENT A- Mutual Promises and Agreements

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

### SIGNATURES OF THE CONTRACT

**For the Consultant:**

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

**For The Navajo Nation:**

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

**SERVICES CONTRACT**

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

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

**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:		\$ _____ <b>0.00</b>

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**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.**



**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