

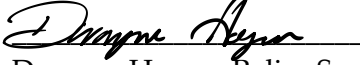


The Navajo Nation
Yideeskáądi Nitsáhákees

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

MEMORANDUM

TO : ALL BIDDERS

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

DATE : January 30, 2024

SUBJECT : RFP No. 24-01-3211GC

Notice is hereby given with Addendum three (3) to Request for Proposal RFP# 24-01-3211GC NextGen 9-1-1 Core Services/ESInet with bidder questions and answer tabulations.

1. PROSPECTIVE BIDDER QUESTIONS AND ANSWERS:

**Tabulation of questions from prospective bidders and the respective answers
regarding RFP # 24-01-3211GC NextGen 9-1-1 Core Services/ESInet.**

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.

RFP NEXT GEN 911 CORE SERVICES/ESINET” BID# 24-01-3211GC
Addendum Tabulation of Questions and Answers - January 29, 2024

Similar Q's	Entity Posing Question	Questions Posed	Answers	
Extension Request	<u>AT & T</u>	Requested extension of time to respond.	<p>1) Initial Response: Your request for an extension of time to provide a proposal for RFP -Next Gen 9-1-1 Core Services- ESINet 24-01-3211GC has been received. Due to the project timelines set forth by the Navajo Nation, which are described in “Exhibit A” of “Next Gen 9-1-1 Core Services- ESINet 24-01-3211GC”, and concerns with potential worldwide supply chain delays, it is not feasible to grant your request. If you choose to proceed with your bid, we are available via email to provide you with technical information as needed to facilitate your response.</p> <p>2) Final Response: Based on the last executive meeting, it was determined to extend the deadline for submittal RFP “NEXT GEN 911 CORE SERVICES/ESINET” BID# 24-01-3211GC to February 6, 2024. The addendum to the dates will be posted on the Office of Controller’s website @ www.nnooc.org.</p>	
	<u>Comtech</u>	Requested extension of time to respond.	<p>1) Initial Response: Same as above</p> <p>2) Final Response: Same as above</p>	
	<u>Motorola</u>	Requested extension of time to respond.	<p>1) Initial Response: Same as above</p> <p>2) Final Response: Same as above</p>	
	Physical Location Information	<u>AT & T</u>	Can you please identify the exact addresses of the 2 PSAPs and the Data Center?	The locations are listed on Page 33 of the RFP. Kayenta does not have an address so the coordinates are listed, however, they are inaccurate on the RFP document and an amendment will be released soon. Here are the locations listed on Page 33:CPE Data Center in Shiprock: NTUA/NOC DC W. HWY 64 Shiprock, NM 87420 . New Primary PSAP B in Kayenta (Corrected Coordinates): 36.712944, -110.252750
		<u>Motorola</u>	Is there a physical street address and building location for the NTUA/Noc Data Center on W Highway 64?	The address listed in the RFP is NTUA/NOC DC W. HWY 64 Shiprock, NM 87420. The Navajo Nation doesn’t have complete addressing. This GPS on Internet Explorer may be helpful 36.777417, -108.702257. There is also more information on Internet Explorer than there is on Google.

RFP NEXT GEN 911 CORE SERVICES/ESINET” BID# 24-01-3211GC
Addendum Tabulation of Questions and Answers - January 29, 2024

Similar Q's	Entity Posing Question	Questions Posed	Answers
Nena Standard	<u>AT & T</u>	There are several references to 99.9999% of availability. ESInet core services standard is 99.999%. Is the requirement actually 99.9999%?	The NENA Standard of 99.999% is acceptable. The 99.9999% requirement was to ensure the system had a dual (hot standby) core.
	<u>Motorola</u>	Please validate that when the RFP states "99.9999%" it should be "99.999%" (industry standard).	The NENA Standard of 99.999% is acceptable.
Exhibit A, Section VI and VII - ANI/ALI Controller	<u>AT & T</u>	Section VI Minimum Technical requirements – Is this intended to be part of the PSAP Hardware and Software RFP? Should this be removed from ESInet RFP? This is referenced multiple times in Minimum Technical Requirements.	The proposal must address functionality and compatibility specifications for ANI/ALI Controller. The ESInet RFP was written to accommodate the potential that the ESInet Provider and the CPE vendor would be the same vendor because many bidders in the 911 space provide both ESInet and CPE. The Navajo Nation emphasizes that the integration of the ESInet and CPE must be able to operate seamlessly end-to-end. However, if the ESInet Vendor and CPE Vendor are different, the requirement for seamless integration remains the same - it is just that the ESInet and CPE demark point would be the endpoint for their services, but both vendors must work together to ensure the same seamless end-to-end functionality as it would be with a single vendor. The ESInet provider, if different from than the CPE provider, will have to ensure the flow of ANI/ALI from the ESInet to the point of Demark at the PSAP.
	<u>Comtech</u>	<i>Exhibit A, VI. Minimum Technical Requirements; Exhibit A, VII. Minimum System Requirements, 2. ANI/ALI Controller- 17-18 of 59; 19 of 59-</i> RFP Exhibit A lists an ANI/ALI Controller as a “key system requirement” of the NextGen 9-1-1 Core Services/ESInet RFP (#24-01-3211GC). However, an ANI/ALI controller is a component of a NG9-1-1 call handling system for which the Navajo Nation released a separate RFP (#24-01-3210GC). Does the Navajo Nation want to procure an ANI/ALI controller as part of RFP #24-01-3211GC?	The proposal must address functionality and compatibility specifications for ANI/ALI Controller. The ESInet RFP was written to accommodate the potential that the ESInet Provider and the CPE vendor would be the same vendor because many bidders in the 911 space provide both ESInet and CPE. The Navajo Nation emphasizes that the integration of the ESInet and CPE must be able to operate seamlessly end-to-end. However, if the ESInet Vendor and CPE Vendor are different, the requirement for seamless integration remains the same - it is just that the ESInet and CPE demark point would be the endpoint for their services, but both vendors must work together to ensure the same seamless end-to-end functionality as it would be with a single vendor. The ESInet provider, if different from than the CPE provider, will have to ensure the flow of ANI/ALI from the ESInet to the point of Demark at the PSAP. No, the Navajo Nation will not procure a separate ANI/ALI Controller for the ESInet.

RFP NEXT GEN 911 CORE SERVICES/ESINET” BID# 24-01-3211GC
Addendum Tabulation of Questions and Answers - January 29, 2024

Similar Q's	Entity Posing Question	Questions Posed	Answers
Exhibit A, Section VI and VII - Workstation	<u>AT & T</u>	Section VI item 8 – call handling vendors do not allow monitoring past ESInet demarc, can this be updated to not include “down to workstation level?”	The proposal must address functionality and compatibility specifications for Workstations. This language is intended to convey that the NG911 ESInet provider must be able to provide all the required Workstation integration needed should the NG911 ESInet provider be different than the CPE vendor to ensure the ESInet works seamlessly with the CPE at the PSAP. The ESInet provider, if different than the CPE provider, will have to ensure that there is seamless integration of the ESInet to the point of Demark at the PSAP’s workstations.
	<u>Comtech</u>	<i>Exhibit A, VI. Minimum Technical Requirements; Exhibit A, VII. Minimum System Requirements, 3. NG9-1-1 Workstations- 17-18 of 59; 19-20 of 59-</i> RFP Exhibit A lists NG9-1-1 workstations as a “key system requirement” of the NextGen 9-1-1 Core Services/ESInet RFP (#24-01-3211GC). However, NG9-1-1 workstations are a component of a NG9-1-1 call handling system for which the Navajo Nation released a separate RFP (#24-01-3210GC). Does the Navajo Nation want to procure NG9-1-1 workstations as part of RFP #24-01-3211GC?	The proposal must address functionality and compatibility specifications for Workstations. This language is intended to convey that the NG911 ESInet provider must be able to provide all the required Workstation integration needed should the NG911 ESInet provider be different than the CPE vendor to ensure the ESInet works seamlessly with the CPE at the PSAP. The ESInet provider, if different than the CPE provider, will have to ensure that there is seamless integration of the ESInet to the point of Demark at the PSAP’s workstations. No, the Navajo Nation will not procure separate workstations from the ones provided by the CPE Vendor.
	<u>Motorola</u>	Please clarify: "The vendor shall recommend the best solution for host and remote sites". This RFP states that there is a host location that will house all Emergency Call Handling (NG911) equipment where our demarc is located. The remote sites (Primary PSAPs) are not part of NGCS. Is this requirement more applicable for the "PSAP Hardware/Software RFP: 24-01-3210GC"	The NG911 ESInet provider must be able to provide all the required ANI/ALI and Workstation integration needed should the NG911 ESInet provider be different than the CPE vendor to ensure the ESInet works seamlessly with the CPE.

RFP NEXT GEN 911 CORE SERVICES/ESINET” BID# 24-01-3211GC
Addendum Tabulation of Questions and Answers - January 29, 2024

Similar Q's	Entity Posing Question	Questions Posed	Answers
Clarify Contents of Proposal	<u>Comtech</u>	<i>Contents of Proposal Submittal; Exhibit A- 2-4 of 59; 12-33 of 59- RFP Section 4. Contents of Proposal Submittal does not request information related to the technical solution or system. However, RFP Exhibit A includes requirements to describe, detail, outline, and define the system. Does the Navajo Nation want inline responses to the RFP Exhibit A requirements?</i>	We understand that the time constraints perhaps will not allow bidders to submit a proposal as detailed as you would like to present. Please respond on the questions as understood and comply and provide any relevant information you can as time allows. Be prepared to present the proposal if more information is needed at the Navajo Nation's request.
	<u>Motorola</u>	The RFP instructions on page 2, item #4 "Contents of Proposal Submittal" appear to ask that bidders provide/describe detailed answers/content for A - L. Can Navajo Division of Public Safety confirm bidders must also provide detailed answers in Exhibit A (SOW) or will a "comply" or "understood" acknowledgement for each item suffice?	We understand that the time constraints perhaps will not allow bidders to submit a proposal as detailed as you would like to present. Please respond on the questions as understood and comply and provide any relevant information you can as time allows. Be prepared to present the proposal if more information is needed at the Navajo Nation's request.
x	<u>AT & T</u>	Item I Procurement Objective – Legacy Interoperability – What are the legacy, transitional, and i3 systems that are deployed today for Navajo Nation?	The Navajo Nation only has PSTN lines into the Seven Navajo Dispatch Centers. No CAMA trunks to deliver ANI/ALI or IP trunks. Basic 911 service is what the Navajo Nation has now for on-reservation lines (the CO converts 911 into the speed dial Navajo PSTN lines).
		Section VII item 6 letter D - Direct PSAP/IP Facility Connectivity – can this be updated to not include this requirement? Should this be part of the Hardware/Software RFP?	With the current Navajo ESInet design of all CPE being terminated at the Shiprock Data Center and remoted to the two PSAPs in Ya-Ta-Hay and Kayenta, the Direct PSAP/IP Facility terminates in Shiprock unless a separate Split A/B CPE design is recommended then it goes to both locations: Shiprock and Ya-Ta-Hey.
		Section VIII item 3 bullet 3.1 – Can this be updated to not include this requirement? Should this be part of the Hardware/Software RFP?	To the point of demark.
		How many wireline telephone numbers are there in Navajo Nation?	We do not have data for this answer. Based on cell phone usage, it is estimated that approximately less than 20,000 people have wireline telephone numbers.

RFP NEXT GEN 911 CORE SERVICES/ESINET” BID# 24-01-3211GC
Addendum Tabulation of Questions and Answers - January 29, 2024

Similar Q's	Entity Posing Question	Questions Posed	Answers
x	<u>Comtech</u>	<p><i>Exhibit E- 56-59 of 59-</i> How does the Navajo Nation intend to score proposers on the Scope of Work when responses to Exhibit A requirements are not included in the RFP Section 4. Contents of Proposal Submittal instructions?</p>	<p>The winning bidder must have proven experience providing an ESInet solution to other agencies that is currently operational and operates at the NENA reliability standard. The Navajo Nation has observed in some instances with other agencies, that ESInet contracts have been awarded to ESInet contractors but, even years after the contract was awarded, the contracted for ESInet was not operational as the contract outlined. Due to time frame and funding constraints, and as demonstrated by Exhibit E, the Navajo Nation is prioritizing qualifications, experience and ability to implement an operational ESInet within the time and funding constraints of this project. Please See Exhibit E for specific guidance on the scoring criteria for the Statement of Work described by Exhibit A.</p>
		<p>Would the Navajo Nation please provide the questions and answers from other proposers/vendors?</p>	<p>Please see this addendum.</p>
x	<u>Motorola</u>	<p>Will the Nation consider changing the requirement to accept the RFP submittal to electronic?</p>	<p>The Nation is unable to grant this request.</p>
		<p>The RFP requests "A signed proposal by the representative who has the authority to sign". Do all 3 (if any) copies of the proposal require an original signature, or is a digital signature sufficient?</p>	<p>Digital signature is sufficient</p>
		<p>Are there diverse and carrier building entrances into the NTUA/NOC building in Shiprock?</p>	<p>Per NTUA, there are no carriers, NTUA just provides transport for them. If carrier wants to get to there we can give them a separate circuit. They are all isolated and not aggregated, have a dedicated pipe to each entity</p>
		<p>Do AT&T and Verizon national MPLS networks have co-location facilities into the NTUA Tier III Data Center?</p>	<p>Per NTUA, no. AT&T and Verizon are transport companies, but do not sit inside the data center.</p>
<p>Please utilize the following links for additional information:</p>			<p>Feasibility Study Emergency Communications Updates for COVID response</p>

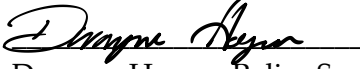


The Navajo Nation
 Yideeskáądi Nitsáhákees

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

MEMORANDUM

TO : ALL BIDDERS

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

DATE : January 22, 2024

SUBJECT : RFP No. 24-01-3211GC

Notice is hereby given with Addendum two (2) to Request for Proposal RFP# 24-01-3211GC NextGen 9-1-1 Core Services/ESInet 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 29, 2024
 Evaluation: January 29- February 2, 2024
 Notice of award: February 2, 2024
 Award of contract: April 2, 2024

NEW SCHEDULE DATES:
 Deadline: February 6, 2024
 Evaluation: February 7-9, 2024
 Notice of award: February 12, 2024
 Award of contract: April 9, 2024

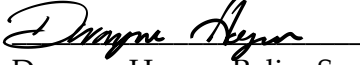
All other RFP requirements and proposal format remain unchanged.

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



MEMORANDUM

TO : ALL BIDDERS

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

DATE : January 12, 2024

SUBJECT : RFP No. 23-12-3211GC

Notice is hereby given with Addendum one (1) to Request for Proposal RFP# 24-01-3211GC Nextgen 9-1-1 Core Services – ESInet with corrected PSAP location information.

We would like to bring your attention to page 33 of the document which is the last page of Exhibit A. The PSAP information that is provided may not properly plot on various mapping applications. Please use the following coordinates for purposes of responding to the scope of work:

Current PSAP Information:

CPE Data Center in Shiprock: NTUA/NOC DC W. HWY 64 Shiprock, NM 87420
New Primary PSAP A in Ya-Ta-Hey: 875 E US491 Gallup, NM 87301
New Primary PSAP B in Kayenta: 36.731486, -110.249295

New PSAP Information:

CPE Data Center in Shiprock Data Center: 36.777417, -108.702257
New Primary PSAP A in Ya-Ta-hey, NM PSAP: 35.637365, -108.780844
New Primary PSAP B in Kayenta, AZ: 36.712944, -110.252750 (*Corrected coordinates)

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
NEXTGEN 9-1-1 CORE SERVICES/ESINET
BID NUMBER: 24-01-3211GC**

1. PURPOSE OF REQUEST

The Navajo Nation through its agent, the Navajo Division of Public Safety (Navajo Nation, Nation, NDPS used interchangeably throughout), seeks proposals from qualified vendors to reimagine its emergency response infrastructure with a cutting-edge NG9-1-1 solution, drastically reducing response times, unifying public safety operations, and empowering communities through real-time data-driven decision-making. The current limitations of the existing seven secondary PSAPs compromise the safety of Navajo citizens. The NDPS seeks to design, develop, and deploy a cutting-edge Next Generation 9-1-1 (NG9-1-1) NENA i3 Core Services (NGCS) Emergency Services Information Network (ESINet) solution.

2. TIME SCHEDULE

The NDPS intends 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	January 12, 2024
Deadline for Submittal of Proposal by 5:00PM(MST)	January 29, 2024
Evaluation and intent to select proposal	January 29 - February 2, 2024
Notice of conditional selection and initiate award process (tentative date)	February 2, 2024
Award of contract by the Navajo Nation (tentative date)	April 2, 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

Sandra Davison, MTM Solutions
sandra@mtmsolutions.org

Keri Schrock, MTM Solutions
keri@mtmsolutions.org

- 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: **“NEXTGEN 9-1-1 CORE SERVICES/ESINET 24-01-3211GC.”**
- d. Proposals must be received by 5:00PM Mountain on January 29, 2024. Proposals will not be accepted after this deadline. **Three (3) copies of the proposal plus one USB of the 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 the 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.
- b. A completed W-9 Form (See Form at RFP - Exhibit B)
- c. A completed Navajo Nation Certification Regarding Debarment and Suspension Form (See Form at RFP - Exhibit C).
- d. Describe systems and mechanisms that would be established to ensure timeliness of response to staff and good communication for status reporting during and following the project.

- e. For Navajo Nation tax purposes, identify the business home base of where services will be provided from.
- f. Company name, address, direct contact information of the primary and secondary representatives, and years of experience providing the scope of services described in RFP – Exhibit A. Please also provide the Proposer's principal signer(s)' experience providing the scope of services described in RFP – Exhibit A. For each category please quantify the anticipated percentage of time the persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project as described in RFP – Exhibit A is preferred and will be given greater weight.
- g. List three references that NDPS may contact that have received similar services as outlined in the scope of service and can provide a positive reference to successful completion of work and services rendered. Please provide the name, title, program, email, and phone number, for each reference. Tribal governmental entity references are preferred and will be given greater weight.
- h. Proposers must identify their experience with previous projects in similar circumstances and geographic areas as outlined in the scope of service. Relevant tribal governmental entity experience is preferred and will be given greater weight.
- i. Proposers must identify any projects performed for the Navajo Nation specific to the identified scope of work in RFP – Exhibit A
- j. Describe the experience, education, licensures, and certifications of key staff of the proposed team that will achieve the Project objectives. Ensure the proposal packet includes proof/substantiation verifying experience, education, licensures and certifications. Please outline each key team member's areas of specialization and expertise, as well as their expected role in this Project. Please quantify the anticipated percentage of time each key team member will contribute to the overall Project. The Proposer should clearly establish how the qualifications of the key team members will allow Navajo Nation to achieve the desired outcomes in an efficient and economic manner. NDPS reserves the right to do its own due diligence in verifying the information provided. Experience serving tribal governmental entities is preferred and will be given greater weight.
- k. 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. Proposers must establish that they will meet the Project completion date identified in RFP – Exhibit A and will make every effort to identify and successfully complete critical path items as well as plan ahead for and mitigate supply chain and other delays, notwithstanding Force Majeure events.

- I. The proposer must submit a statement indicating they accept the terms of the supplied Contract (See Form RFP - Exhibit D). If they do not, the proposer must submit their exceptions to the terms of the sample contract with the proposal. 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, the Navajo Nation Preference in Employment Act, other applicable laws of the Navajo Nation 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 RFP - 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 is attached herein as RFP - 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 RFP - 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 any changes to the contract language regarding indemnification and insurance provided in RFP – Exhibit D.
- 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/PAYMENT PROCEDURES

- 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 the proposal will be rejected. Please also include the following:
 - Annual breakdown of cost allocation;
 - Cost/expense justification and analysis to substantiate proposed pricing; and
 - Please identify those items that are absolutely necessary to successful completion of the Project and the corresponding proposed pricing of those items. Please also identify all items that are optional and not necessary to successful completion of the Project and the corresponding proposed pricing of those items.
- b. Please refer to the Office of the Navajo Tax Commission at 928-871-6683 or their website at <https://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. Describe your preference for method of payment and your procedure for billing and any other account requirements.
- e. The payment procedures established by the Division of Finance/OOC

shall be adhered to and are to begin whenever goods are delivered and/or services performed.

9. BUSINESS LICENSE & INSURANCE REQUIREMENTS

- a. Proposer's business must be licensed on the Navajo Nation if performing the services on the Nation OR it 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 <https://navajoeconomy.org>
- 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.navajo-nsn.gov/index.html>.

###

EXHIBIT A

Exhibit A

The Navajo Nation through its agent, the Navajo Division of Public Safety (NDPS), seeks proposals from qualified vendors to reimagine its emergency response infrastructure with a cutting-edge NG9-1-1 solution, drastically reducing response times, unifying public safety operations, and empowering communities through real-time data-driven decision-making. The current limitations of the existing seven secondary PSAPs compromise the safety of Navajo citizens. The NDPS seeks to design, develop, and deploy a cutting-edge Next Generation 9-1-1 (NG9-1-1) NENA i3 Core Services (NGCS) Emergency Services Information Network (ESINet) solution.

1. General Administrative Statements

- a. The NDPS currently maintains emergency communications through seven police districts (with a dispatch center in each district) across the Navajo Nation. NDPS intends to consolidate those seven dispatch centers into two new Primary, NG911 PSAPs located in Arizona and New Mexico respectively (*Locations in section XIV of this document*).
- b. The total call volume for all seven dispatch centers in 2021 was 246,737.

Call volume information located in [Navajo PSAP Consolidation Feasibility Study](#)

Calls for Service Totals -2021 (CD #s)	
District	Total
Window Rock	43,090
Shiprock	48,078
Crownpoint	43,902
Chinle	36,124
Tuba City	27,835
Kayenta	34,299
Dilkon	13,409
Total for Year	246,737

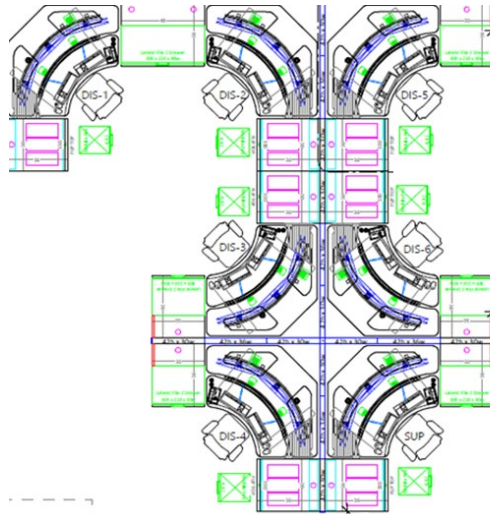
c.

- d. A Tier III Data Center located in Shiprock, NM will serve as a co-location site for PSAP equipment. (*Location in section XV of this document*)
- e. The vendor shall recommend the best solution for host and remote sites
- f. Each consolidated PSAP will be housed in a new modular building 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.

- g. Each PSAP will have a server room in close proximity to the dispatch room to accommodate necessary equipment on site. Each server room will be approximately 235 square feet with a room height of 9' and a subfloor height of 1' (subject to change).

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



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

MODULAR BUILDING 110' X 64'

Notes:

Dispatch room approx. 1450 sf.

Company: ArrowTek LLC
 Client: MTM Solutions
 Project: E911 Project
 Location:
 File:
 Drawn By: D. Curley
 Rev: 1
 Date: 01/06/2024

Confidentiality Notice: This document is confidential and contains proprietary information and intellectual property of ArrowTek, LLC. Neither this document nor any of the information contained herein may be reproduced or disclosed under any circumstances without the written permission of ArrowTek, LLC. Please be aware that disclosure, copying, distribution or use of this document and the information contained herein is strictly prohibited.

2024-01-06-091-01

- h. 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 August 30, 2026.** The proposer should prepare their submissions to ensure their active participation for the duration of the project timeline through August 30, 2026.
- i. Selected vendor will ensure product delivery to, and installation at the designated Data Center in Shiprock, NM and PSAP sites in Kayenta, AZ and Ya-Ta-Hey, NM based on NDPS timeline.
- j. Selected vendor must provide sufficient manpower (licensed and certified as applicable) and equipment to complete installations within the designated time frame(s).
- k. Selected vendor will provide initial configuration(s) as needed for all hardware functionality and controls.
- l. 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.
- e. Selected vendor shall warranty hardware and labor for a period of three years from the date of customer acceptance, or beneficial use and occupancy, whichever occurs first.
- f. Warranty shall cover all components and include the cost of all labor, parts, shipping, and transportation.

3. Project Background and Vision

The Navajo Nation prioritizes the safety and well-being of approximately 170,000 citizens located within its 27,000-square-mile border. Recognizing the critical role of swift and efficient emergency response, the Nation aspires to transform its current basic, seven secondary PSAPs (Public Safety Answering Points) into an emergency communication infrastructure through a state-of-the-art Next Generation 9-1-1 (NG9-1-1) NENA i3 Core Services (NGCS) solution. This leapfrog transformative project will take the Navajo Nation from a basic 911 system to an NG911 system that envisions a future where every citizen of the Navajo Nation, regardless of location can reach a Navajo Primary PSAP. Empowered by a seamless contractor they will provide Cloud NGCS, anchored at a Shiprock, NM Data Center with two new, NG911 Primary PSAP dispatch centers located in Ya-Ta-Hay, NM, and Kayenta, AZ that operate remotely off the Shiprock data Center CPE location.

The proposed Next Generation 9-1-1 (NG9-1-1) NENA i3 Core Services (NGCS) aims to achieve the following key objectives:

Dramatically Reduce Current Response Times: Implement a high-speed geographically redundant fiber optic network to the Nation's PSAPs to ensure unwavering communication coverage across the vast Navajo Nation. Optimize dispatch operations with intelligent NGCS call routing and advanced geospatial technologies to ensure rapid assistance reaches every corner of the Nation.

Equip Dispatchers with Real-Time Insights: Leverage data-driven decision-making tools to empower dispatchers with critical caller location, and incident details, enabling them to make informed decisions and allocate resources effectively.

I. Procurement Objective:

The NDPS seeks qualified vendors to propose and implement a Navajo Nationwide Next Generation 911 (NG911) system encompassing:

- **Standards-Compliance:** Adherence to relevant NG911 standards and technical specifications, ensuring interoperability with all Public Safety Answering Points (PSAPs) across the Navajo Nation and neighboring agencies.
- **High Availability and Redundancy:** Deployment of a geographically diverse and highly redundant NG911 system to minimize single points of failure and maximize service uptime of 99.9999 percent.
- **Legacy Interoperability:** Seamless integration with existing legacy, transitional, and i3 systems deployed by disparate entities within the Navajo Nation.
- **Rich Media Support:** Ability to transfer voice, data, and multimedia content, including audio, text, images, video, and supplemental data, throughout the NG911 ecosystem.
- **Future-Proof Design:** Scalability and adaptability to accommodate future

advancements in multimedia applications and technologies.

Key Success Factors:

- **End-to-End NG911 Readiness:** Delivery of a fully functional and operational NG911 solution, prepared for immediate use.
- **Technology Equity:** Equitable access to the same level of NG911 technology and feature functionality for all PSAPs within the Navajo Nation.

Requirements:

1. Describe the proposed NG911 Core Service Platform (NGCS) solution and its compliance with relevant standards.
2. Detail the redundancy and high availability architecture of the proposed system.
3. Outline the integration strategy for existing legacy, transitional, and i3 systems.
4. Specify the capabilities for handling and routing various media types, including voice, data, and multimedia content.
5. Demonstrate the scalability and adaptability of the proposed solution to accommodate future advancements.
6. Provide a clear implementation plan for achieving an end-state NG911 solution.
7. Clearly define the approach to ensuring consistent technology access and feature functionality across all PSAPs.

II. Deliverable Requirements:

- **Market-Ready Solutions:** Proposed solutions must be readily available in the market, with proven deployments and experience in similar environments.
- **Agnostic Interoperability:** Solutions must seamlessly integrate and interoperate with existing call-routing and local call-handling systems, regardless of vendor or technology. This includes ensuring compatibility with diverse network infrastructures and protocols.
- **Integrated Text-to-911:** The NG911 system shall incorporate a fully functional SIP/MSRP SMS text-to-911 solution. This includes:
 - **SMS Gateway:** Interfacing with mobile networks to receive and transmit SMS messages related to 911 calls.
 - **Text Control Center (TCC):** Providing operator functionality for managing text-to-911 interactions, including message routing, display, and response capabilities.
- **Vendor-Managed Service:** The ESInet/NGCS component shall be offered as a managed service, with the vendor assuming responsibility for ongoing operation, maintenance, and performance optimization. This includes proactive monitoring, patch management, incident response, and service-level agreement (SLA) adherence.

Requirements:

1. Demonstrated ability of the proposed solutions to meet all listed requirements, including market readiness, agnostic interoperability, integrated text-to-911 functionality, and vendor-managed service delivery.
2. Proven track record of successful deployments and experience in managing similar NG911 systems.
3. Comprehensive plan for integrating with existing infrastructure and ensuring seamless collaboration with local call-handling systems.
4. Detailed proposal for the deployment and operation of the SIP/MSRP SMS text-to-911 solution, including TCC capabilities and service management responsibilities.

The Navajo Nation recognizes cybersecurity as a fundamental and non-negotiable aspect of the Next Generation 911 (NG911) system. We acknowledge the inherent vulnerabilities introduced by diverse equipment vendors and software versions. Therefore, ensuring a proactive and robust cybersecurity posture is paramount for this RFP.

III. Desired Cybersecurity Approach:

- **Vendor Proactive Cybersecurity:** Vendors must demonstrate a proactive approach to cybersecurity, encompassing:
 - Regular Vulnerability Assessments and Penetration Testing: Continuously identifying and remediating vulnerabilities within the ESInet and NGCS solution.
 - Patch Management: Promptly deploying security patches and updates for all software components.
 - Threat Intelligence and Monitoring: Leveraging real-time threat intelligence and actively monitoring the system for suspicious activity.
- **End-to-End Security Architecture:** The proposed solution must implement a multi-layered security architecture encompassing:
 - Network Security: Secure segmentation and access control mechanisms to protect against unauthorized access and intrusion.
 - Data Security: Encryption of sensitive data both in transit and at rest.
 - Application Security: Secure coding practices and application hardening to minimize vulnerabilities.
 - Incident Response Plan: A well-defined and tested plan for handling cybersecurity incidents to minimize impact and expedite recovery.

Success Criteria:

1. Demonstrated commitment to a proactive cybersecurity posture with established processes and resources dedicated to vulnerability management, threat detection, and incident response.

2. Implementation of a robust end-to-end security architecture encompassing network, data, and application security best practices.
3. Proven track record of success in maintaining the security of complex IT systems and successfully responding to cybersecurity incidents.

IV. Centralized Management and Reporting Platform:

The Navajo Nation seeks a secondary component comprising a single, web-based user interface or portal to facilitate the following functionalities:

- **Discrepancy Reporting (DR) Management:** Streamline the capture, processing, and resolution of Discrepancy Reports (DRs) submitted by Navajo Nation, PSAPs, and authorized third parties. This should include features for logging, assigning, tracking, and reporting on DRs throughout their lifecycle.
- **Logging and Data Analysis:** Provide access to detailed logging data, including Call Detail Records (CDRs), for analysis and troubleshooting purposes. Users should be able to filter, search, and export log data based on various criteria.
- **Network Health Monitoring:** Implement dashboards for visualizing the real-time and historical health of the 911 network, both Navajo wide and at the individual PSAP level. These dashboards should display key performance indicators (KPIs) such as call volume, response times, and system availability.
- **MIS Reporting and Download:** Enable users to view and download Management Information System (MIS) reports summarizing system performance and utilization. This allows for informed decision-making and trend analysis related to the NG911 system.

Technical Requirements:

1. The platform should be web-based and accessible from any authorized device with a standard web browser.
2. Secure access control mechanisms should be implemented to ensure only authorized users can access sensitive data and functionalities.
3. The platform should integrate seamlessly with the core NG911 system and relevant data sources to provide accurate and up-to-date information.
4. User interface design should be intuitive and user-friendly, catering to diverse user groups with varying levels of technical expertise.

Industry Standards Compliance:

The Navajo Nation requires a Next Generation 911 (NG911) system that adheres to recognized national standards and best practices for IP network architecture, security, and interoperability. All facets of the proposed system, from design and deployment to operation and security, shall comply with the standard requirements.

Applicable Standards Development Organizations (SDOs):

- Association of Public-Safety Communications Officials (APCO) International
- The Monitoring Association (TMA)
- National Emergency Number Association (NENA)
- Alliance for Telecommunications Industry Solutions (ATIS)
- Department of Justice (DOJ)
- Internet Engineering Task Force (IETF)
- North American Electric Reliability Corporation (NERC)
- National Institute of Standards and Technology (NIST)
- Telecommunications Industry Association (TIA)

Compliance Verification:

Respondents are required to provide an explicit mapping of their proposed solution to the listed standards. This mapping should clearly demonstrate how each standard is addressed and implemented within the system design, architecture, functionality, and security protocols.

Benefits of Standards Compliance:

- **Interoperability:** Ensures seamless data exchange and collaboration between the Navajo Nation's NG911 system and other emergency response entities across the nation.
- **Security and Reliability:** Adherence to established security and reliability best practices minimizes vulnerabilities and promotes a robust and consistent operating environment.
- **Reduced Costs:** Standardizing on commonly adopted technologies optimizes equipment compatibility and simplifies future system upgrades or expansions.

V. Proven NG9-1-1 Deployment Experience:

The Prospective Contractor must demonstrate successful completion of at least three NG9-1-1 deployment projects of comparable size and scope to this RFP. This includes:

Project Size: Matching the number of Public Safety Answering Points (PSAPs), call volume, and geographical coverage specified in this RFP.

Project Scope: Encompassing all phases of NG9-1-1 implementation, including planning, design, deployment, integration, testing, Go-Live and ongoing maintenance.

A. Core Business Focus:

The Prospective Contractor must be a firm primarily engaged in the business of

NG9-1-1 systems and services. This includes:

Expertise: Demonstrated knowledge and experience in all aspects of NG9-1-1 technology, infrastructure, and processes.

Track Record: Proven success in delivering and supporting NG9-1-1 solutions for various clients and geographic environments including projects that have gone live and are operational.

VI. MINIMUM TECHNICAL REQUIREMENTS

This Request for Proposal (RFP) outlines the minimum technical requirements for the Navajo Nation's Next Generation 9-1-1 (NG9-1-1) system procurement. Proposals must address functionality and compatibility specifications for the following key components:

- **Automatic Number Identification (ANI)/Automatic Location Identification (ALI) Controller:** responsible for accurate caller identification, location determination, and call routing based on NENA and APCO NG9-1-1 recommendations.
- **NG9-1-1 Workstations:** providing intuitive user interfaces for PSAP personnel to handle calls, manage data, and collaborate effectively.

1. Technology Neutrality:

This RFP avoids dictating specific technologies to facilitate vendor innovation and optimize solution suitability. However, proposals must:

- **Adhere to relevant NENA and APCO NG9-1-1 standards and best practices.**
- **Utilize open architectures and interoperable protocols to ensure seamless integration with existing and future systems.**

2. Vendor Responsibility:

Prospective Vendors are responsible for proposing and delivering a complete and fully functional NG9-1-1 system, including:

- All necessary hardware, software, and configuration for the specified components.
- Comprehensive integration services to ensure seamless connectivity and operation within the existing infrastructure.
- Detailed technical specifications for all proposed components, including performance metrics, compatibility information, and compliance certifications.

3. Key System Requirements:

Proposals must demonstrate adherence to the following minimum requirements:

- **ANI/ALI Controller:** High accuracy and reliability for caller identification and location, robust call routing capabilities, secure data management, and compliance with relevant protocols.
- **NG9-1-1 Workstations:** User-friendly interface, multi-media support for various data types, role-based access control, training resources, and adherence to NENA/APCO workstation standards.
- **Network Infrastructure:** IP-based architecture with redundancy and security measures, support for essential NG9-1-1 protocols, and high-performance metrics for bandwidth, latency, and fault tolerance.

4. Future-Proof Design:

Proposals should prioritize solutions adaptable to future advancements in NG9-1-1 technology and applications.

5. Core Functionality and Interoperability

- Seamless transition to NG9-1-1 without legacy interruption
- NG9-1-1 Core Services for all Navajo Nation PSAPs (legacy and NG9-1-1)
- PSAP integration with Navajo network and ESInet
- Collection, routing, and delivery of calls to diverse PSAPs and CPE
- Primary receipt, routing, and delivery of calls and traffic Navajo wide and across borders
- Text to 9-1-1 and Text from 9-1-1 with multimedia capabilities

6. Network Connectivity and Resilience

- Geo-diverse last mile connectivity options
- Direct host controller connections to PSAPs and IP facilities
- Direct connection of VoIP, wireless, ILECs, CLECs, and future media providers to ESInet
- Increased fault tolerance, reliability, resiliency, continuity, and disaster recovery
- 100% redundancy with no single point of failure and 99.9999% success rate
- Diverse, redundant, and resilient platform

7. Security

- Resistance to cyber-attacks, penetration, abuse, or misuse
- Proactive security measures, logging, reporting, and incident response plans

8. System Management and Monitoring

- A. 24x7x365 monitoring, management, and support down to workstation level

9. Data Management and Integration

- A. Enterprise-wide call accounting and data collection
- B. Utilization of common NG9-1-1 GIS data set

10. Provider Responsibilities

- A. ESInet provider to ensure geo-diverse connectivity options
- B. Contractor to ensure 100% redundancy and 99.9999% success rate
- C. Contractor to implement proactive security measures

VII. MINIMUM SYSTEM REQUIREMENTS

NG9-1-1 Convergence without Legacy Disruption:

1. System Architecture:

- **Compliance:** Adhere to NENA and APCO Next Generation 9-1-1 (NG9-1-1) recommendations and relevant standards (specify applicable standards).
- **Open Architecture:** Utilize a standards-based and interoperable architecture to facilitate seamless integration with existing and future systems.
- **Scalability:** Design the system to accommodate future growth in call volume, PSAPs, and functionality.
- **Resilience:** Implement redundancy and fault tolerance mechanisms to ensure high availability and service continuity.

2. ANI/ALI Controller:

- **Functionality:**
 - Automatic Number Identification (ANI) and Automatic Location Identification (ALI) with high accuracy and reliability.
 - Call routing based on caller location, call type, and PSAP availability.
 - Data management for storing and retrieving call data, ANI/ALI information, and other relevant details.
 - Security protocols to protect against unauthorized access and data breaches.
- **Interoperability:** Seamless integration with diverse network infrastructures and call-handling systems.
- **Performance:** Capable of handling high call volumes with low latency and minimal call abandonment rates.

3. NG9-1-1 Workstations:

- **Features:**
 - Intuitive user interface for efficient call handling and data visualization.

- Multi-media support for handling voice, text, images, video, and other data types.
- User management and role-based access control.
- Training resources and ongoing support for PSAP personnel.
- **Performance:** High availability, low latency, and scalability to accommodate increased workload and future enhancements.
- **Compliance:** Adhere to NENA and APCO workstation standards and best practices.

4. Network Infrastructure:

- **Architecture:** IP-based architecture with redundant and secure network components.
- **Protocols:** Support for relevant NG9-1-1 protocols such as SIP, MSRP, and others (specify).
- **Performance:** High bandwidth, low jitter, and fault tolerance to ensure efficient data transmission and system stability.

5. Additional Considerations:

- **Vendor Responsibility:** The Prospective Contractor is responsible for proposing and delivering a complete and functional NG9-1-1 system, including all necessary hardware, software, and integration services.
- **Technical Specifications:** Provide detailed technical specifications for all proposed components, including performance metrics, compatibility information, and compliance certifications.
- **Future-Proof Design:** The proposed solution should be adaptable to accommodate future advancements in NG9-1-1 technology and applications.

The proposed solution must offer seamless migration to NG9-1-1 core functionality, ensuring:

- **Legacy Continuity:** Continuous operation of existing legacy functions during and after NG9-1-1 transition.
- **Seamless Ingress/Egress:** Uninterrupted call routing to and from the legacy network.

6. NG9-1-1 Core Services and Interconnectivity:

The system must provide full NG9-1-1 Core Services and capabilities, enabling interconnection between:

- All Navajo Nation PSAPs, regardless of their NG9-1-1 adoption status (new deployments or legacy systems).
- ESInet and relevant network infrastructures.

C. Geo-Diverse Last Mile Connectivity:

- The ESInet provider must facilitate opportunities for geographically diverse last-mile connectivity through interconnections with various network providers.
- Cost responsibility for last-mile connections lies with subscribing PSAPs.

D. Direct PSAP/IP Facility Connectivity:

- Host controllers must directly connect to each remote PSAP or IP facility with IP connections to PSAPs.

E. PSAP CPE Integration:

The solution must enable PSAPs to seamlessly integrate their call processing equipment (CPE) with the Navajo core services and ESInet.

F. Scalable and Multi-Gateway Call Distribution:

- The solution must distribute incoming calls across multiple gateways to handle diverse call volumes.
- Ability to accept calls from all classes of service.

G. Open Connectivity for Voice and Media Providers:

- NG9-1-1 core functionality must allow direct ESInet connection for:
 - VoIP providers
 - Wireless carriers
 - ILECs and CLECs
 - Future media providers
- This eliminates dependence on legacy selective routers.

H. Robust Cybersecurity:

The system must be secure and resilient against cyber threats, including attacks, penetration attempts, abuse, and misuse.

I. 24/7 System Monitoring and Management:

- Comprehensive alarm, reporting, monitoring, and management capabilities for all NG9-1-1 system components, down to the workstation level, on a 24/7/365 basis.

J. Text-to/from-9-1-1 and Multimedia Support:

- The system must include functionality for Text-to-9-1-1 and Text-from-9-1-1, encompassing multimedia messaging capabilities.

K. Traffic Routing and Delivery Flexibility:

- The system must support:
 - Collection, routing, and delivery of 9-1-1 calls and traffic to PSAPs using either Legacy 9-1-1 or various NG9-1-1 systems.
 - Compatibility with diverse CPE types and vendors.

L. End-to-End Call Routing and Delivery:

- The system must handle:
 - Primary receipt, routing, and delivery of 9-1-1 calls and all traffic to PSAPs via ESInet.
 - Inter-state 9-1-1 call routing to neighboring states (New Mexico, Utah and Arizona).

M. Enhanced Fault Tolerance and Disaster Recovery:

- Increased fault tolerance, reliability, resiliency, continuity of operations, and disaster recovery for all Navajo Nation PSAPs.

N. Enterprise-Wide Call Accounting and Data Collection:

- The system must provide and support enterprise-wide call accounting and data collection functionalities for the 9-1-1 system.

O. Shared NG9-1-1 GIS Data:

- The system must leverage a common NG9-1-1 GIS data set accessible to all PSAPs after its establishment.

P. High Availability and Redundancy:

- 100% redundancy with no single point of failure for, hardware, or software.
- Delivery of end-to-end service with a 99.9999% success rate standard.

Q. Proactive Security Measures:

- Implementation of proactive measures to identify, alert, log, and report security issues.
- Security plan (e.g., Intrusion Prevention System, DDoS mitigation) to minimize disruptions due to security incidents.

R. Diverse, Redundant, and Resilient Platform:

The system must be a diverse, redundant, and resilient platform to enable NG9-1-1 capability for all PSAPs.

VIII. Vendor Requirements:

1. NG9-1-1 Network Lifecycle Management:

- **1.1 Design and Architecture:** Develop a comprehensive NG9-1-1 network architecture adhering to relevant NENA and APCO standards, ensuring scalability, security, and interoperability.
- **1.2 Buildout and Deployment:** Implement the designed network infrastructure, including ESInet, core services platform, PSAP connections, and last-mile connectivity, according to established best practices and industry standards.
- **1.3 Integration and Migration:** Seamlessly integrate the NG9-1-1 system with existing legacy infrastructure and facilitate controlled migration of PSAPs and Originating Service Providers (OSPs) to the new network.

2. NG9-1-1 Network Operations and Maintenance:

- **2.1 System Management:** Provide comprehensive 24x7x365 management services for the entire NG9-1-1 system, including:
 - **2.1.1 Monitoring and Alerting:** Implement real-time monitoring tools to detect and promptly address network anomalies, service disruptions, and potential security threats.
 - **2.1.2 Reporting and Auditing:** Generate comprehensive reports on network performance, resource utilization, incident resolution, and system health for informed decision-making.
 - **2.1.3 Documentation and Maintenance:** Maintain accurate and up-to-date system documentation, including configurations, procedures, and troubleshooting guides.
 - **2.1.4 Database Management:** Ensure optimal performance and integrity of system databases, including the Geographic Information System (GIS) data repository and other 9-1-1 related databases.
 - **2.1.5 Issue Resolution:** Develop and maintain effective problem resolution procedures for various system issues and actively work towards continuous improvement.
- **2.2 Single Point of Contact:** Serve as the primary point of contact for all Navajo officials regarding the operation, maintenance, and performance of the NG9-1-1 system.

3. Equipment and Infrastructure:

- **3.1 Provisioning and Installation:** Furnish and install all necessary equipment and cabling for the proposed NG9-1-1 solution, including core network components, PSAP workstations, and connectivity infrastructure.
- **3.2 Interconnection and Integration:** Facilitate secure and reliable interconnection of OSPs and PSAPs to the ESInet, ensuring seamless call routing and data exchange.

4. Service Transition and Migration:

- **4.1 OSP Collaboration:** Cooperate with existing OSPs responsible for 9-1-1 in Navajo Nation to optimize transition strategies and execute a phased rollout plan with minimal service disruption.
- **4.2 PSAP Support and Training:** Provide comprehensive support and training to PSAP personnel during the transition to the new NG9-1-1 system, ensuring efficient adoption and utilization.

5. Ongoing Performance and Reporting:

- **5.1 System Monitoring and Maintenance:** Continuously monitor the entire NG9-1-1 system for performance, stability, and security, addressing any issues promptly to maintain optimal operational efficiency.
- **5.2 Performance Reporting:** Provide regular reports to the nation on the performance and health of the NG9-1-1 system, including key metrics, incident trends, and resource utilization.

6. 24x7x365 Support Services:

- **6.1 Network Operations Center (NOC):** Establish and maintain a dedicated NOC offering comprehensive 24x7x365 support services, including:
 - **6.1.1 Help Desk:** Provide immediate assistance to PSAPs and system users for troubleshooting and incident resolution.
 - **6.1.2 Trouble Ticketing System:** Implement a robust ticketing system for efficient problem tracking, prioritization, and resolution.
 - **6.1.3 Security Operations Center (SOC):** Proactively monitor the network for cybersecurity threats and implement effective mitigation strategies.
 - **6.1.4 Customer Support Services:** Offer a dedicated contact point for general inquiries and feedback related to the NG9-1-1 system.

IX. GIS Data Provisioning:

1. Importance of Accurate and Timely Data:

Precise and up-to-date geographic information is fundamental to the efficient operation of a Next Generation 9-1-1 (NG9-1-1) system. For a Navajo Nation-wide deployment, the crucial challenge lies in effectively integrating and maintaining diverse GIS data sources from local 9-1-1 centers, Geospatial Information Systems (GIS), and addressing authorities.

2. Data Aggregation and Coordination:

The Navajo Nation selected GIS vendor will leverage aggregation and coordination services. This centralized approach streamlines data access and ensures consistency across the nation.

3. NG9-1-1 Spatial Interface (SI) Functionality:

The NG9-1-1 Spatial Interface (SI) serves as the backbone for geographic data validation and utilization within the system. It supports:

- **Location Verification:** Validating caller location accuracy through geocoding and spatial analysis.
- **Spatial Call Routing:** Directing emergency calls to the appropriate Public Safety Answering Point (PSAP) based on real-time location data.
- **Error Reporting:** Identifying and reporting discrepancies in various aspects of the GIS data, including:
 - Street centerlines and address ranges
 - Naming conventions and address aliasing
 - Topological inconsistencies (gaps and overlaps)
 - Response zone boundaries and changes (annexations, dissolutions, and mutual aid agreements)
 - Effective dates for data updates
 - Nightly synchronization of Automatic Location Identification (ALI), Master Street Address Guide (MSAG), and GIS data from addressing authorities and phone service providers.

4. Navajo Nation GIS Integration:

The Contractor will actively collaborate with the Navajo Nation selected GIS -Rural Addressing vendor to ensure seamless integration of their infrastructure and data maintenance programs into the overall NG9-1-1 system. This collaboration will guarantee that all necessary GIS data elements, as defined by the NENA standard, are readily available and properly provisioned within the system.

5. Current Assessment of Navajo Nation GIS Data:

The selected vendor shall work in parallel with the GIS – Rural Addressing vendor. The deficiencies listed below will be resolved through the mapping work during the rural addressing project.

A preliminary assessment reveals the following status of key GIS data elements in the Navajo Nation relative to the required NENA standard:

- **Road Centerlines:** Available and maintained and will be improved through Navajo Nation Selected GIS vendor simultaneous to the NG911 project.
- **Site/Structure Address Points:** Available and maintained and will be improved through Navajo Nation Selected GIS vendor simultaneous to the NG911 project.
- **PSAP Boundary:** Currently under development.
- **Emergency Service Boundaries (Law, Fire, EMS):** Available but require separate layer representation.
- **Provisioning Boundary:** Currently non-existent.

6. Preferred Database Platform:

The optimal database storage platform will utilize the existing Navajo infrastructure combined with the ESRI Spatial Database Engine (SDE) for robust geospatial data management.

X. Phased Implementation Approach:

1. Project Lifecycle Phases:

The NDPS mandates a phased approach for NG9-1-1 system implementation, encompassing the following five key stages:

1.1 Discovery and Preliminary Design:

- Comprehensive analysis of user needs, functional requirements, and technical specifications.
- Identification of system architecture, infrastructure, and technology needs.

1.2 Detailed Systems Design and Concept of Operations (CONOPS):

- Development of detailed architectural diagrams, system specifications, and component configurations.
- Definition of organizational structure, policies, procedures, and workflows for operational efficiency.
- Design of network topology, data flows, and integration points with existing systems.

1.3 System Construction and Testing:

- Building and configuring all requisite system components, including hardware, software, and network infrastructure.
- Conducting rigorous testing to validate functionality, performance, and compliance with specified requirements.
- Refinement of design and implementation based on test results and stakeholder feedback.

1.4 Production Readiness and Deployment:

- Gradual rollout of the system in controlled phases, following a pre-defined implementation timeline.
- Data migration, user training, and system stabilization activities prior to full production launch.

1.5 Managed Network Services:

- Establishment of ongoing operations and maintenance procedures for the deployed NG9-1-1 system.
- Proactive monitoring, performance optimization, and incident response management.
- Continuous improvement through system upgrades, feature enhancements, and adaptation to evolving requirements.

2. Implementation Requirements:

- **Completion Target:** The Contractor must achieve full production operation by August 30, 2026.
- **Phased Implementation Plan:** During the proposal stage, the Prospective Contractor must submit a detailed Implementation Plan outlining the phased delivery schedule for each system component (controllers, network connections, workstations, mapping, MIS, etc.) and the milestones leading to complete transition to production.
- **Finalized Implementation Plan:** Within 30 days of contract award, the Contractor must provide a final Implementation Plan for the NDPS to review and approve.

XI. Project Management:

1. Contractor Responsibilities:

- **Overall Project Management:** Lead and coordinate the entire project lifecycle, including:
 - Directing the project team and managing stakeholder relationships.
 - Reporting project status, managing issues, and assessing quality.
 - Leading project meetings and monitoring schedule and scope changes.
 - Ensuring effective cross-team communication and delivery.
- **Project Plan Development and Maintenance:**
 - Create and maintain a comprehensive Project Plan document encompassing:
 - Project integration (goals, objectives, stakeholders, etc.)
 - Project scope definition (deliverables, boundaries, exclusions)
 - Detailed project schedule (tasks, dependencies, milestones, durations)
 - Resource allocation and assignment plan
 - Communication plan (channels, frequency, escalation procedures)
 - Risk and issue management plan (identification, mitigation, monitoring)
 - Conduct a joint planning session with the Nation to:
 - Align on project understanding and deliverables.

- Establish and document a critical path with key milestones and dependencies.
 - Ensure clarity on project scope and Contractor responsibilities.
 - Maintain the Project Plan throughout the project, incorporating adjustments and updates as needed.
 - Ensure adequate time and process for Navajo Nation review and approval of deliverables.
- **Key Project Tasks:**
 - **Perform:** Take full responsibility for the following tasks:
 - Project Kick-off meeting
 - Work Breakdown Structure (WBS) creation and maintenance
 - Project status report creation and submission
 - Risk and issue reporting and management
 - Schedule and scope change monitoring and reporting
 - Navajo stakeholder identification and expectation management
 - Project governance establishment and oversight
 - Project Review Checkpoint preparation and execution
 - **Support:** Provide ancillary support or assistance to the Nation for the following tasks:
 - Review and manage Navajo approvals for deliverables
 - Prepare and conduct project meetings
 - Prepare and conduct stakeholder meetings
 - Manage Navajo Nation system deliverables to confirm that the system is in good working order
 - Assist with Navajo Nation deliverable onboarding
- **Deliverables:**
 - Submit a final detailed Project Plan for the Navajo Nation approval within 30 business days of contract award.
 - Provide weekly status reports in a mutually agreed format.
 - Regularly update the Project Plan to reflect changes and progress.

2. Navajo Division of Public Safety Responsibilities:

- Review and approve Contractor deliverables, providing timely feedback and guidance.
- Participate in project planning sessions and contribute to achieve a common understanding.
- Provide clear and timely responses to Contractor requests and inquiries.
- Allocate dedicated resources and ensure their availability for project activities.
- Clearly communicate expectations and changes to the Contractor.

3. Quarterly Project Review Presentations:

- **Frequency:** Delivered in conjunction with the Navajo Project team, following finalization of the baseline Project Work Plan and on a quarterly basis throughout the project lifecycle.
- **Content:** Focuses on critical project aspects, addressing:
 - **Scope, Budget, and Schedule:** Variances from baseline, potential adjustments, and risk mitigation strategies.
 - **Project Readiness:** Assessment of current status, identification of key issues and risks, and demonstration of preparedness for project execution.
 - **Project Status:** Detailed analysis of progress against baseline, including:
 - Variances for key milestones, tasks, and deliverables.
 - Completion percentage and time ahead/behind schedule for tasks and milestones.
 - Proposed changes to the Work Breakdown Structure and schedule, if any.
 - **Methodology and Tools:** Inventory and status of agreed-upon project management and implementation approaches (e.g., Project Management Plan, communication plan, requirements matrix, implementation methodology).
 - **Team Management:** Clarification of roles, responsibilities, and expectations for all team members, including potential changes to key named resources.
 - **System Integration/Interface Activities:** Progress and challenges associated with system integration and interface development.
- **Note: Project** reviews may be conducted by the Nation throughout the contract to assess project health and ensure successful progress.

4. Navajo Document Sharing/Collaboration Platform:

- **Contractor-Supplied System:** Utilizing a secure document management and team collaboration tool (such as Microsoft Project Management and or One Drive) with the following functionalities:
 - Internal Navajo network access and secure external connections for authorized team members and stakeholders.
 - Project-specific document management and collaboration pages designed to support overall project requirements.
 - Maintenance and configuration of the tool adhering to industry best practices and commercially reasonable considerations.
 - Machine-readable and comprehensive backup of the application database(s) provided to the Navajo Nation at project completion or upon request, enabling ongoing access to project documentation and artifacts.

XII. Acceptance Testing Protocol (ATP)

1. Plan Development and System Readiness:

- **Contractor-Delivered ATP:** Within 90 days of contract award, the Contractor shall submit a written ATP for Navajo approval, outlining a comprehensive testing approach aligned with contractual requirements and technical specifications.
- **Contractor Responsibility:** The Contractor assumes full responsibility for materials, hardware, and software (including any losses) until the successful completion of ATP and formal acceptance by the Nation.
- **System Installation and Certification:** The Contractor shall provide written certification to the Nation upon completion of system installation and readiness for testing.

2. Navajo Nation-Determined Acceptance Criteria:

- **Failure Severity Classification:**
 - **Major Failures:** Render the system unusable or significantly impair operability, rendering it operationally unacceptable.
 - **Critical Failures:** Severe, service-affecting conditions requiring immediate corrective action, regardless of time or day, with mandatory escalation to top-level personnel.
 - **Minor Failures:** Minimally reduce system operability or have negligible impact, considered operationally acceptable solely during the acceptance testing phase.

3. Final Acceptance Testing (FAT):

- **Failure Impact on FAT:** Major or critical failures during FAT will halt the testing period until the NDPS-approved resolution of the failure(s). During this interruption, the system must maintain maximum possible reliability. Upon completion of repairs, the 120-day consecutive major/critical failure-free period will restart at the Navajo Nation's discretion.
- **Excluded Failures:** System failures attributable to external factors, including acts of God, fire, Navajo Nation or PSAP-supplied hardware/software failures, or connectivity issues, will not be factored into acceptance testing.

4. Measurable Testing:

- **Comprehensive Testing Scope:** Testing encompasses measurable processes for each functional and technical aspect outlined in the Contractor's proposal, coupled with solution performance measurements based on:
 - Historical telephone activity in the Navajo Nation's PSAPs.
 - Power failure scenarios and system response.

XIII. Data Security

1. Pre-Contract Proposal:

- **Data Security Plan Proposal:** During the discussion phase, the prospective Contractor must submit a comprehensive Data Security Plan proposal outlining their approach to securing Navajo data throughout the project lifecycle. This proposal should provide detailed information on:
 - **Threat Model and Risk Assessment:** Identification and analysis of potential threats and vulnerabilities specific to the project's data environment.
 - **Security Controls and Procedures:** Implementation of appropriate security controls to mitigate identified risks, including:
 - **Technical Controls:** Access control, encryption, intrusion detection/prevention, data loss prevention, etc.
 - **Administrative Controls:** Security policies, procedures, training, incident response, etc.
 - **Physical Controls:** Secure facilities, equipment, and data storage procedures.
 - **Compliance with Regulations:** Demonstration of adherence to relevant data security regulations and standards (e.g., HIPAA, PCI-DSS).
 - **Data Lifecycle Management:** Procedures for secure data creation, storage, transmission, deletion, and disposal.
 - **Incident Response Plan:** Defined strategy for handling and responding to potential security breaches.

2. Post-Contract Finalization:

- **Final Data Security Plan:** Within 30 days of contract award, the Contractor must submit a finalized Data Security Plan for review and approval by the designated NDSP representative. This final plan should:
 - Reflect any adjustments or refinements agreed upon during contract negotiations.
 - Include specific timelines and implementation details for the proposed security controls and procedures.
 - Define roles and responsibilities for both Contractor and NDPS personnel in maintaining data security.
 - Establish ongoing monitoring and reporting mechanisms to ensure continuous adherence to the plan.

XIV. Data Ownership and Intellectual Property (IP) Rights

1. Navajo Nation Ownership of Project-Generated Data and Records:

- **Full Vesting of Rights:** The Navajo Nation shall exclusively possess all rights, title, and interest in and to all data and records generated or produced as a direct result of this contract, including but not limited to:
 - Raw data, processed data, reports, analyses, models, algorithms, software code, documentation, and any other tangible or intangible assets created under the contract's scope.

- Data derived from Navajo Nation-owned systems, resources, or personnel, regardless of the Contractor's involvement in its generation.

2. Contractor Ownership of Background IP:

- **Pre-Existing IP Identification:** The Contractor must explicitly identify any pre-existing intellectual property (Background IP) it intends to incorporate into the project during the proposal stage.
- **Contractor Retention of Background IP:** Background IP owned by the Contractor on the contract date, including any subsequent modifications or adaptations made specifically for this project, shall remain the exclusive property of the Contractor.
- **Navajo Nation Usage Rights:** The Navajo Nation shall be granted a non-exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, distribute, modify, adapt, create derivative works of, and publicly perform or display the Background IP solely for purposes directly related to the contracted project.
- **No Transfer of Ownership:** The Nation's use of Background IP under this license does not confer any ownership rights or interests in the Background IP itself.

3. Contractual Clarity and Compliance:

- **Detailed IP Inventory:** The Contractor shall provide a detailed inventory of Background IP in its proposal, including clear identification of ownership and any applicable restrictions or limitations.
- **IP Compliance:** The Contractor shall ensure compliance with all applicable intellectual property laws, regulations, and contractual obligations regarding the use and protection of both project-generated data and Background IP.

XV. Disaster Recovery and Business Continuity

1. Pre-Contract Proposal:

- **Disaster Recovery and Business Continuity (DR/BC) Plan Proposal:** During the discussion phase, the prospective Contractor must submit a comprehensive DR/BC plan proposal outlining their approach to ensuring project and data resilience in the event of unforeseen disruptions. This proposal should:
 - **Identify Risks and Threats:** Describe potential disasters and business continuity threats relevant to the project, considering cyberattacks, natural disasters, power outages, etc.
 - **Recovery Strategies and Objectives:** Define specific recovery point objectives (RPOs) and recovery time objectives (RTOs) for critical data and system functionality.

- **Detailed Recovery Procedures:** Outline step-by-step procedures for recovering systems, data, and operations based on the identified risks and objectives.
- **Technology Infrastructure and Resources:** Specify the dedicated technology infrastructure (e.g., backup servers, secondary data centers) and resources allocated for disaster recovery efforts.
- **Communication and Testing Plans:** Define communication protocols for notifying stakeholders during an incident and procedures for regular testing and validation of the DR/BC plan.

2. Post-Contract Finalization:

- **Final DR/BC Plan:** No later than ninety (90) days prior to project go-live, the Contractor must submit a finalized DR/BC plan for review and approval by the designated NDPS representative. This final plan should:
 - Reflect any adjustments or refinements agreed upon during negotiations.
 - Include specific timelines and implementation details for the proposed recovery procedures and infrastructure elements.
 - Define roles and responsibilities for both Contractor and NDPS personnel in executing the DR/BC plan during potential incidents.
 - Establish ongoing monitoring and review mechanisms to ensure the plan remains effective and up-to-date throughout the project lifecycle.

PSAP INFORMATION:

CPE Data Center in Shiprock: NTUA/NOC DC W. HWY 64 Shiprock, NM 87420

New Primary PSAP A in Ya-Ta-Hey: 875 E US491 Gallup, NM 87301

New Primary PSAP B in Kayenta: 36.731486, -110.249295

4. Alternate Solutions, Options and Recommendations

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. Include any specific compliance requirements or certifications relevant to NG9-1-1 deployments in New Mexico, Utah or Arizona.

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.

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

Part I Taxpayer Identification Number (TIN)

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

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:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

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 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 14 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:	
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	(3.c) Exterior of delivery method, business name visible. (3.d) 3 copies of proposal, 1 USB (3.e) Clarity of Content.	5	3	15	
Contents of Proposal	(4.a) Proposal signed by authorized party (4.b) W-9 Form (4.c) Debarment and Suspension (4.d) Mechanism of Status Reporting (4.e) Taxable Business Home-base	5	5	25	
Contents of Proposal	(4.f) Experience of signer(s)', and primary and secondary representatives providing the scope of services described in RFP – Exhibit A. Allocation of percentage of time each persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.g) Quality of references that provide demonstrated success on similar projects. References that are tribal governmental entities are preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.h) Experience in previous projects with similar circumstances. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	40	200	
Contents of Proposal	(4.i) Navajo Nation specific experience on projects that are similar to the Project described in RFP - Exhibit A	5	40	200	
Contents of Proposal	(4.j) Key Staff experience, education, licensures, certifications. Allocation of percentage of time each persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	40	200	

Contents of Proposal	(4.k) Quality Assurance/Control Methods to assure successful completion of Project. Proposers must establish that they will meet the Project completion date identified in RFP – Exhibit A and that they will make every effort to identify and successfully complete critical path items as well as plan ahead for and mitigate supply chain and other delays, notwithstanding Force Majeure events.	5	40	200	
Contents of Proposal	(4.l & 7.k) Acceptance of terms and conditions of Navajo Nation Contract RFP-Ex D	5	40	200	
Terms and Conditions	(7.f) Compliance with Navajo Nation laws including, but not limited to, Navajo Preference in Employment Act	5	20	100	
Proposal Price	(8.a) Sealed bid included with a clear and definitive bid price. *Note, if there is no sealed bid with clear and definitive bid price the proposal is deemed non-responsive.	5	40	200	
Proposal Price	(8.a) Economical and justifiable bid price for services proposed.	5	40	200	
Business License & Insurance Requirement	(9.a) License on the NN or in the state where services will be provided. (9.b) Insurance coverage provided	5	2	10	
Scope of Work. Section 3 Deliverable Requirements	(1.) Compliance with SOW § 3.II.1 (2.) Compliance with SOW § 3.II.2 (3.) Compliance with SOW § 3.II.3 (4.) Compliance with SOW § 3.II.4	5	40	200	
Scope of Work. Section 3 Cybersecurity Approach	(1.) Compliance with SOW § 3.III.1 (2.) Compliance with SOW § 3.III.2 (3.) Compliance with SOW § 3.III.3	5	30	150	
Scope of Work. Section 3 Centralized Management & Reporting Platform	(1.) Compliance with SOW § 3.IV.1 (2.) Compliance with SOW § 3.IV.2 (3.) Compliance with SOW § 3.IV.3 (4.) Compliance with SOW § 3.IV.4	5	20	100	
Scope of Work. Section 3 Proven NG911 Deployment Experience	(1.) Compliance with SOW § 3.V	5	100	500	
Scope of Work. Section 3 Minimum Technical Requirements	(1.) Compliance with SOW § 3.VI.1 (2.) Compliance with SOW § 3.VI.2 (3.) Compliance with SOW § 3.VI.3 (4.) Compliance with SOW § 3.VI.4 (5.) Compliance with SOW § 3.VI.5 (6.) Compliance with SOW § 3.VI.6 (7.) Compliance with SOW § 3.VI.7 (8.) Compliance with SOW § 3.VI.8 (9.) Compliance with SOW § 3.VI.9 (10.) Compliance with SOW § 3.VI.10	5	100	500	

Scope of Work. Section 3 Minimum System Requirements	(1.) Compliance with SOW § 3.VII.1 (2.) Compliance with SOW § 3.VII.2 (3.) Compliance with SOW § 3.VII.3 (4.) Compliance with SOW § 3.VII.4 (5.) Compliance with SOW § 3.VII.5 (6.) Compliance with SOW § 3.VII.6	5	60	300	
Scope of Work. Section 3 Vendor Requirements	(1.) Compliance with SOW § 3.VIII.1 (2.) Compliance with SOW § 3.VIII.2 (3.) Compliance with SOW § 3.VIII.3 (4.) Compliance with SOW § 3.VIII.4 (5.) Compliance with SOW § 3.VIII.5 (6.) Compliance with SOW § 3.VIII.6	5	30	150	
Scope of Work. Section 3 GIS Data Provisioning	(1.) Compliance with SOW § 3.IX.1 (2.) Compliance with SOW § 3.IX.2 (3.) Compliance with SOW § 3.IX.3 (4.) Compliance with SOW § 3.IX.4 (5.) Compliance with SOW § 3.IX.5 (6.) Compliance with SOW § 3.IX.6	5	60	300	
Scope of Work. Section 3 Phased Implementation Approach	(1.) Compliance with SOW § 3.X.1 (2.) Compliance with SOW § 3.X.2 (3.) Compliance with SOW § 3.X.3 (4.) Compliance with SOW § 3.X.4 (5.) Compliance with SOW § 3.X.5 (6.) Compliance with SOW § 3.X.6	5	30	150	
Scope of Work. Section 3 Project Mangement	(1.) Compliance with SOW § 3.XI.1 (2.) Compliance with SOW § 3.XI.2 (3.) Compliance with SOW § 3.XI.3 (4.) Compliance with SOW § 3.XI.4	5	20	100	
Scope of Work. Section 3 Acceptance Testing Protocol	(1.) Compliance with SOW § 3.XII.1 (2.) Compliance with SOW § 3.XII.2 (3.) Compliance with SOW § 3.XII.3 (4.) Compliance with SOW § 3.XII.4	5	40	200	
Scope of Work. Section 3 Data Security	(1.) Compliance with SOW § 3.XIII.1 (2.) Compliance with SOW § 3.XIII.2	5	20	100	
Scope of Work. Section 3 Data Ownership and Intellectual Property	(1.) Compliance with SOW § 3.XIV.1 (2.) Compliance with SOW § 3.XIV.2 (3.) Compliance with SOW § 3.XIV.3	5	15	75	
Scope of Work. Section 3 Disaster Recovery and Business Continuity	(1.) Compliance with SOW § 3.XV.1 (2.) Compliance with SOW § 3.XV.2	5	20	100	

Scores for the Bidder Proposal portion of the Evaluation Process

Evaluator Final Comments

		Subtotal Score	4675
Evaluator's Name (Signature)			
Evaluator's Name (Print)		BIDDER Proposal Score	Max: 4675