

**REQUEST FOR PROPOSAL  
ELEVATOR REPAIR & MAINTENANCE SERVICES  
BID NO. 24-07-3417GC**

**SECTION I**

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

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Telecommunication & Utilities (NNTU), Division of General Services, Navajo Nation, P.O. Box 2928, Window Rock, Arizona. The contact person for this RFP is Ms. Veronica Laughter, Program Manager I, NNTU.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:**  
This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations, and laws shall be followed. Prospective respondents shall familiarize themselves with Navajo Nation regulations prior to submitting to this RFP and may request a copy of Navajo Nation procurement regulations from the NNTU Program Manager at any time up to the Deadline for Proposals.
- E. **SCHEDULE OF ACTIVITIES:**
- |   | <b>DEADLINE:</b>                      |
|---|---------------------------------------|
| 1. Public Advertisement   | July 22, 2024                         |
| 2. Proposals will be sent to vendors on our current listing                 | July 22, 2024                         |
| 3. Site visits (optional)   | August 7, 2024                        |
| 4. Written question deadline<br>(No questions accepted after this date)     | August 7, 2024                        |
| 5. Responses to questions   | August 8, 2024                        |
| 6. Due date for proposals   | August 16, 2024<br><b>4 p.m. MDST</b> |
| 7. Opening of proposals and evaluation by<br>Review Team or Program Manager | August 19, 2024                       |
| 8. Award date for contract<br>Pending Legislative Review-164 process        | October 01, 2024                      |

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- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Veronica Laughter, Program Manager I, NNTU at [veronica.laughter@navajo-nsn.gov](mailto:veronica.laughter@navajo-nsn.gov). No inquiries will be accepted after the inquiry deadline listed in section E. NOTE: Inquires shall reference Elevator Repair & Maintenance Services Bid Number No. 24-07-3417GC
- G. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before 4:00 p.m., August 16, 2024 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. No electronic submittals. Late proposal will not be accepted.
- I. **NUMBER OF PROPOSAL COPIES:** Four hard copy sets of the written bid proposal with electronic copy on jump drive and in separately sealed envelope, four hard copy sets of the cost proposal. All should be sealed in an envelope with the outside of the envelope clearly marked with the project name- “Elevator Repair & Maintenance Services Request for Proposal & Bid Number No. 24-07-3417GC - DO NOT OPEN” –and the name and address of the firm submitting the proposal.

**Proposal Format:**

Bidders shall provide information in the following format:

Part A. Written Proposal

- a. Section 1: Cover Letter and Bidder overview\*
- b. Section 2: Company Credentials, Qualification, Experience and Staff Resume
- c. Section 3: Response to Scope of Work
- d. Section 4: List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last five years.
- e. Section 5: Signed W-9 (Rev March 2024) Form
- f. Section 6: Navajo Nation Suspension/ Debarment Form
- g. Section 7: Certification of Insurance

Part B. Cost Proposal (Sealed separately in envelope)

- h. Cost per site for each period
  - i. October 01, 2024-September 30, 2025
  - ii. October 01, 2025-September 30, 2026
  - iii. October 01, 2026-September 30, 2027
  - iv. October 01, 2027-September 30, 2028
  - v. October 01, 2028-September 30, 2029

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**\*Vendor must include a statement in Cover Letter (Section 1) that they agree to terms of the sample Navajo Nation contract template (see attachment).**

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

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2. Failure of a respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the respondent to the execution of a contract.
3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of NNTU. The specifications in this RFP represent the minimum performance necessary for a response. Based on the evaluation criteria established in this RFP, the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NNTU Program Manager may elect to evaluate RFP solely.
4. Evaluation Criteria: The following criteria will be used by an ad hoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for NNTU.

Qualifying Point Criteria:

- a. Company Credentials & qualifications in performing the services sought. 0-10 points
  - b. Resume or other description of qualifications of relevant experience and knowledge. 0-15 points
  - c. Responsiveness to Scope of Work 0-25 points
  - d. List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last five years. 0-10 points
  - e. Navajo Nation vendor, Priority 1 or 2 0-10 points
- Subtotal, possible points 70\*

**\*Must obtain a minimum of 50 points to qualify for opening of cost proposal. Otherwise, respondent is disqualified.**

Cost Point Criteria:

- f. Delivery of all services at a reasonable cost. 0-30 points
- Total possible points=100

- R. **The Navajo Nation reserves the right to incorporate standard contract provisions into any contract negotiations resulting from the RFP (attached contract template).**
- S. **TAX:** All appropriate taxes should be included in the cost of services including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. Section 601 et. seq.).

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- T. **PAYMENTS:** The payment procedures established by OOC-Division of Finance shall be adhered to and are to begin when services are delivered and accepted.
- U. **PRIORITY STATUS:** Instructions to offerors to visibly mark on the outside of the proposal package, if applicable, the offeror's priority status under the Navajo Nation Business Opportunity Act. It is the responsibility of the offeror to identify themselves as certified under the Navajo Nation Business Opportunity Act.
- V. **TERM:** The term of this contract will be for a period of five (5) years from the date of award.
- W. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.
- X. **COMPLIANCE WITH LAWS AND REGULATIONS:**  
The successful Vendor shall comply with all Federal, Tribal, State, and Local laws, regulations and Navajo Nation rules and policies pertaining to work under its charge, and shall, at its expense, procure any permits that may be required.
- Y. **INDEMINIFICATION:**  
To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions and performance under the contract. The Vendor further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.
- The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.
- The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision.

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**SECTION II**

**A. BACKGROUND**

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

NNTU is requesting for Elevator Repair & Maintenance Services for designated Navajo Nation governmental offices in Window Rock, St. Michaels and Fort Defiance, Arizona.

**B. SCOPE OF WORK**

**I. INTENT OF SPECIFICATIONS**

The Contractor shall provide full-service elevator maintenance and repair services for the following Navajo Nation buildings:

Window Rock, AZ

- Building No. 2559 - Administration Building No. 1
- Building No. 2296 - Administration Building No. 2
- Building No. 3783 - Abandoned Mine Land (AML) Reclamation
- Building No. 2556 - Dine Education Center
- Building No. 2657 - Public Safety Complex

Fort Defiance, AZ

- Building No. 7159 - Navajo Transit System

St. Michaels, AZ

- Building No. 2922 - Karigan Professional Complex

**II. STATEMENT OF WORK**

A. The Contractor shall provide all labor, material, repair parts, emergency repair and preventive maintenance required to maintain the hydraulic elevators and their respective equipment components in accordance with the original manufacturer's design specifications, operational efficiencies, and capacities.

B. Owner reserves the right to add and/or delete (with 30-day notice) equipment as may be required during the contract period at negotiated rates through contract modifications.

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C. Maximum allowable response time for any given elevator is 24 hours from the time the call for service is placed. The maximum allowable down time for any given elevator is 24 hours. The owner understands there may be concessions due to parts availability, etc., and those incidents will be handled individually.

D. The Contractor shall provide a preventive maintenance program that is tailored to the specific needs of the buildings. Equipment type, component life, equipment usage, and building environment shall be considered when planning routine short- and long-term maintenance schedules and records for each elevator. Monitoring devices for equipment usage will be provided, if available. Industry Standard work processes will be used. All equipment, materials and installation shall conform to: ANSI, A17.1 The American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI, A17.2 American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code.

E. The Contractor will use trained, licensed personnel directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the hydraulic elevator equipment in proper and safe operating condition.

F. The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

1. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.

2. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.

3. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.

4. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system platform, wood platform flooring, in the elevator car, car guide rails, car guide shoes, gibs or rollers.

5. Filters, mufflers and muffler components.

6. Examine quarterly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.

7. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring, as warranted.

8. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. The contractor will furnish the OWNER Contract Coordinator with copies of the M.S.D.S. for all materials stored on-site.

9. In accordance with the manufacturer's specifications, conduct an analysis of hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluids as

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required. A copy of the findings shall be furnished to the OWNER Contract Coordinator within thirty (30) calendar days of the analysis.

10. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

11. Provide training to Navajo Nation Facilities Maintenance personnel to reset elevator for any minor malfunction (whether it is due to a random elevator malfunction or power outage) except for items in the car enclosure (handrails, mirrors, etc).

G. The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the OWNER Contract Coordinator's prior approval:

1. Emergency lighting, bulbs, batteries, trickle charger and all related wiring and components.

2. Elevator Management Systems, Consoles, CRTs keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices directly related to Elevator Communication.)

3. Fire Emergency Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).

4. Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).

5. All handicap devices that are part of the elevator system.

6. All elevator related earthquake devices.

H. The Contractor shall make all repairs necessary due to normal wear and tear. The Owner shall pay for repairs due to abuse or misuse and shall retain the right to obtain competitive prices for repairs of this nature. The Contractor shall notify the Owner in advance of such needed repairs and shall provide a written cost estimate.

I. The Contractor shall notify the Owner in advance of any suggested and/or required upgrades and shall provide a written cost estimate. The owner shall retain the right to obtain competitive prices for items of this nature.

J. The Contractor shall have no responsibility for the following items of elevator equipment, which are not included in this contract: Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffuses, light tubes and bulbs, handrails, mirrors, carpets, tile flooring); hoistway gates, doors, frames and sills; casings and buried piping. Cylinders and plungers shall not be included.

### III. TESTS AND REPORTS

A. Yearly inspection and report: Contractor shall conduct annually, a non-load low speed test of elevator car and counterweight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as required by ANSI A17 code. As required, the contractor shall conduct a rated load,



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rated speed safety test and a test of governor safeties and buffers. The result of each test shall be delivered to the OWNER Contract Coordinator in writing within fourteen (14) days of the test date.

B. Annual performance evaluation and report: Contractor warrants that it shall conduct annual evaluations of equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and system operation, including traffic handling response time and step indexing. The result of the evaluation and report shall be delivered to the OWNER Contract Coordinator in writing within thirty (30) days of the test date.

C. Contractor reports – Operation problems: Contractor shall immediately communicate verbally and in writing within two (2) days to the OWNER Contract Coordinator the discovery, cause and correction of all potential operational problems of an unusual or potentially hazardous nature that the contractor becomes aware of. A letter is to be sent to the OWNER stating causes and corrective action.

D. Contractor operation records: Contractor shall maintain schedules, operations logbooks, inventory lists, equipment specifications and drawings, if available which describe the elevator installations covered by these specifications and the services performed. These documents shall be made available to the OWNER Contract Coordinator upon request. Contractor records must be furnished in paper form.

#### IV. INFORMATION LIBRARY REQUIREMENTS

The Contractor shall have and maintain, for the duration of the contract period, a reference library consisting of manufacturer's equipment maintenance schedules, equipment schematics, layouts, parts list, etc., and other basic information needed to properly maintain the included elevator systems. Upon termination of the contract, the OWNER shall become sole owners of these records.

#### V. PERSONNEL QUALIFICATIONS

A. Only trained and licensed service technicians shall be used to perform repairs and maintenance services stipulated in this contract. Service Technicians assigned by the contractor must be fully qualified in all aspects of maintenance to be performed, including repairs that may become necessary during the term(s) of this contract.

B. The Contractor shall have and maintain backup technicians who are qualified in all respects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems.

C. During the performance of maintenance services, all employees of the Contractor shall display a Company issued picture ID badge and the assigned technicians shall wear approved uniforms to be provided by the Contractor. Uniforms are to bear the Contractor's emblem and the technician's name. Uniforms shall be maintained in clean and serviceable condition. The wearing of a uniform is to identify the technician with the Contractor's organization.

#### VI. SUPERVISION AND ADMINISTRATION

A. The Contractor agrees to maintain complete accurate records of ALL maintenance services performed, repairs made, and replacement parts used and billed for during the period of this contract. Maximum use shall be made of the preventive maintenance program to identify and forecast routine elevator and elevator

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equipment maintenance requirements. All equipment defects and deviations from normal operating characteristics and specifications shall be recorded on the preventive maintenance services.

B. The Contractor agrees to furnish the OWNER, a copy of each work order and that work order shall be annotated with the name of the persons authorizing the work, the scope of the work, and the nature of the original complaint and/or problem with the recommended corrective actions to be taken by the contractor.

**VII. WORKING HOURS AND RESPONSE TIME**

A. All routine work shall be performed during regular working hours and days. Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for services within 24 hours of notification of an emergency during regular working hours. The Contractor shall respond within 48 hours during times other than regular working hours and days. Response, as defined herein, shall mean that a service technician shall be on the job site and prepared to work within the indicated time frame after being notified by Owner.

B. This contract includes 24-hour callback service to be furnished on request of the Owner, to take care of minor and/or major elevator malfunction detected between scheduled maintenance examinations. Callback response times shall be as indicated in paragraph "A" above.

C. Any conditions that hinder the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public or Owner employees will be considered an emergency. Calls for emergency services must be responded to in person within 24 hours. When a person is stuck in an elevator, virtual on-the phone response time shall be no longer than (45) minutes to provide guidance due to the health and safety of the trapped individual(s) as first response prior to onsite repair.

**VIII. TELEPHONE**

The Contractor shall provide the Owner with a telephone number to call the Contractor's office during regular and non-duty hours and during non-duty and holidays, twenty-four (24) hours per day, seven (7) days per week.

**IX. QUALIFICATIONS OF BIDDERS**

A. All respondents on this project shall be an active organization that is specialized in providing full-service elevator maintenance services as described in this RFP.

B. The organization must employ a minimum of two (2) technicians specializing in this general type of work for the past five (5) consecutive years.

C. The Contractor or authorized representatives shall be available upon request for joint inspections with representatives of the NNTU. All services performed shall be subject to inspection and approval of the NNTU.



## SERVICES CONTRACT

### ATTACHMENT A- Mutual Promises and Agreements

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

### SIGNATURES OF THE CONTRACT

**For the Consultant:**

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

**For The Navajo Nation:**

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

**SERVICES CONTRACT**

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

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

ADDRESS \_\_\_\_\_

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



**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

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

**ACCOUNTING CODES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

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

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

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

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

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

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

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

# Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
7 List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b> [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ]
<b>or</b>
<b>Employer identification number</b> [ ][ ] - [ ][ ][ ][ ][ ][ ][ ]

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person _____	Date _____
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### General Instructions

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

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

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**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