



THE NAVAJO NATION

DEPARTMENT OF INFORMATION TECHNOLOGY

P.O. BOX 5970 WINDOW ROCK, AZ. 86515

PHONE: (928) 871-6520 FAX: (928) 871-7737

TO: All Bidders

FROM: Alex Largie - Network Manager
Department of Information Technology

DATE: July 24, 2024

RE: RFP Proposal VMware Software Support

You are hereby notified of Addendum One (1), to our Invitation for RFP: Proposal Software Support. This addendum reflects additions, deletions, modifications, or changes to the bid documents:

1. **Request for Proposals First pages:** extended due date, changed highlighted VMware software support.

PROPOSAL DUE DATE	:	3:00 p.m. MDST July 30, 2024
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DESCRIPTION	:	The Navajo Nation Department of Information Technology (NNDIT) under the Division of General Services is requesting proposals for VMware Software Support located in Window Rock, AZ.
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2. **Change email to mail.**

H.	PROPOSAL SUBMISSION: Proposal must be received on or before 3:00 p.m., July 30, 2024 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address is indicated on the cover sheet of the RFP. <u>Late proposals will not be accepted.</u>
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3. I added the Navajo Nation Debarment form and W9 to the packet.

All other terms and conditions remain the same.

Thank you,

REQUEST FOR PROPOSALS

PROPOSAL DUE DATE : **3:00 p.m. MDST July 30, 2024**

DESCRIPTION : The Navajo Nation Department of Information Technology (NNDIT) under the Division of General Services is requesting proposals for VMware Software Support located in Window Rock, AZ.

BID NUMBER : BID NO. 24-07-3418SB

CONTACT PERSON : Alex Largie
Network Manager
Phone Number: (928) 871-6004
Email: alexl@navajo-nsn.gov
Fax Number: (928) 871-7737

DELIVER TO : The Navajo Nation Department of Information Technology
P.O. Box 5970
Tribal Hill Drive, Building No. W008-076
Window Rock, AZ 86515
Attn: Alex Largie

Addendum: 24-07-348SB
Date: 7/24/25

Please Submit four (4) sets of your Proposal

REQUEST FOR PROPOSAL

VMware software support

BID NO. 24-07-3418SB

SECTION I

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Department of Information Technology (NNDIT), Division of General Services, Navajo Nation, P.O. Box 5970, Window Rock, Arizona. The contact person for this RFP is Mr. Alex Largie, Network Manager, NNDIT.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit a proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:** This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the [Navajo Business Opportunity Act](#). All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation Procurement Rules and Regulations ([BFD-192-03](#)) prior to submitting responses to this RFP, and may download a copy of the regulations from the Office of the Controller website at any time up to the Deadline for Proposals from the following link: [Purchasing Section \(nnooc.org\)](#)
- E. **SCHEDULE OF ACTIVITIES:** **DEADLINE:**
- | | |
|----------------------------|----------------------|
| Advertisement Date: | July 19, 2023 |
| Proposal Due Date: | July 30, 2023 |
- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Mr. Alex Largie, Network Manager, NNDIT at alexl@navajo-nsn.gov No inquiries will be accepted after the inquiry deadline listed in section E.
- G. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before 3:00 p.m., July 30, 2024 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address is indicated on the cover sheet of the RFP. **Late proposals will not be accepted.**
- I. **FOUR SETS OF THE PROPOSAL ARE REQUIRED:** One (1) Original and three (3) copies of the proposal must be delivered in a sealed envelope. **Cost proposals must be in a separate envelope and not be opened until the bidder has met the minimum requirements.** The outside of the envelope should be clearly marked with the project name- “VMware Software Support” and the name and address of the firm submitting the proposal. **Proposal not clearly marked will not be accepted.** (No exceptions will be made)
- J. **REJECTION OF PROPOSALS:** NNDIT 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 NNDIT Department Director determines it is in the best interest of the Navajo Nation.
- K. **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”.
- L. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become the property of The Navajo Nation and will not be returned to the respondent. Responses received will be retained by NNDIT and may be reviewed by any person after final selection has been made, subject to paragraph I above. NNDIT has the right to use any or all system ideas presented in reply to this RFP,

subject to limitations in paragraph I above. Disqualification or non-selection of a respondent or proposal does not eliminate this right.

M. **INCURRING COSTS:** NNDIT is not liable for any cost by the respondents prior to issuance of a contract.

N. **ACCEPTANCE TIME:** NNDIT intends to make a vendor selection within four (4) working days after the closing date for receipt of proposals.

O. **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 a notice to the Vendor shall effect such termination or reduction in scope. The NNDIT Department Director decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.

P. **JOINT PROPOSALS:** Nothing in this RFP shall be construed to prohibit vendors from entering into a consortium for the purpose of offering a proposal in response to this RFP. Parties to a consortium will not be permitted independent, individual proposals in response to this RFP

Q. **EVALUATION PROCEDURES AND CRITERIA.**

1. An evaluation team will judge the proposals received in accordance with the general criteria used herein. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.

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 NNDIT. The specifications in this RFP represent the minimum performance necessary for a response. On the basis of the evaluation criteria established in this RFP, the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NNDIT Department Director may elect to evaluate RFP solely.

4. Each bid must be accompanied by a letter of transmittal. The letter of transmittal must:

1. Provide Statements of Qualifications.
2. Identify the name of the person responding to the RFP.
3. Identify the name, title, and telephone numbers of person authorized to negotiate on behalf of the organization.
4. Identify the names, and telephone numbers of person to be contacted for clarification.
5. Navajo Preference, Certificate of Eligibility issued by the Navajo Business Regulatory Department.
6. Required insurance documents, i.e. Certificate of Liability Insurance
7. Completed and signed W-9 Form
8. Completed and Signed Navajo Nation Certification Regarding Debarment and Suspension
9. Subcontractors List if any.
10. Explicitly indicate acceptance of the conditions governing this procurement;
11. Be signed by the person responding to the RFP; and
12. Acknowledge receipt of any and all amendments to the RFP.

5. **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 NNDIT.

Initial Point Criteria:

Evaluation Criteria	
Priority 1 or 2 vendor a. Priority One vendor (5 pts.) b. Priority Two vendor (3 pts.) c. Non-Priority vendor (0 pts.)	5
Letter of Transmittal a. Provide Statements of Qualifications. b. Identifying individual(s) as specified above. c. List of similar services provided to other business customers on Navajo Nation in proportion to requested Scope of work	25
Proposed Cost a. Provide annual detailed cost of VMware Software Support (include support services breakdown) b. Provide annual detailed cost of Fixed Fees. c. Provide qualification credentials. d. Provide warranty, if applicable. e. Provide support contact flow number and web site.	70
	100

- R. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to the RFP.
- 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.).
- T. **TERM:** The term of this contract will be for a period of **3 years** from the date of award.
- U. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.
- V. **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.
- W. **INDEMNIFICATION:** 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.

SECTION II

A. BACKGROUND

The Navajo Nation Department of Information Technology (NNDIT), within the Division of General Services, is responsible for the Data Center located in Window Rock, AZ. NNDIT serves as the central agency providing network infrastructure, internet services, IT oversight, and data center hosting services. It delivers mission-critical business applications to Navajo Government users, including email service, SharePoint, and hosting services. Additionally, NNDIT administers, manages, and plans Information Technology activities for Navajo Nation governmental offices.

B. SCOPE OF WORK

NNDIT is soliciting proposals for VMware software support for our 7 DELL VxRail environment. The scope of the support includes and Part numbers:

VCF-CLD-FND-5	VMware Cloud Foundation 5	cores- 32 x 7 hosts = core 224
VCF-VSAN-8	VMware vSAN 8	qty 70
Coverage Period September 1- 24 - Oct 1-25		
Coverage Period September 1 - 25- Oct 1-26		
Coverage Period September 1- 26 - Oct 1-27		

NNDIT seeks to engage in a 3-year contract for this service and annual payment: Please provide detailed proposals outlining your offerings for the following:

Technical Assistance and Troubleshooting:

Issue Resolution: Immediate access to technical support for resolving issues, minimizing downtime.
Expert Guidance: Assistance from VMware experts to navigate complex problems and configurations.

Software Updates and Upgrades:

Latest Features: Regular updates ensure access to the latest features and improvements.
Security Patches: Critical updates protect against vulnerabilities and security threats.

Performance Optimization:

Enhanced Performance: Continuous improvements and optimizations in the software enhance overall performance.
Compatibility: Ensures compatibility with the latest hardware and other software applications.

Proactive Support:

Preventative Measures: Proactive monitoring and health checks help prevent issues before they arise.
Best Practices: Access to best practices and recommendations for optimal configuration and use.

Strategic Planning:

Roadmap Insights: Insights into VMware's product roadmap and future developments.
Long-term Planning: Support for long-term IT planning and infrastructure strategy.

Comprehensive Coverage:

End-to-End Support: Coverage includes everything from initial setup to ongoing management and scaling.
After-Hours Support: Ensures support is available whenever it is needed, including after business hours.
Specific Needs for VMware Software Support in a 7 DELL VxRail Environment:

Infrastructure Management:

Integrated Management: Support for integrated management of a hyper-converged infrastructure.

Simplified Operations: Simplifies operations and reduces the complexity of managing multiple systems.

Compliance and Security:

Regulatory Compliance: Assistance in maintaining compliance with industry regulations and standards.

Enhanced Security: Security features and protocols to protect sensitive data and applications.

Training and Resources:

Access to Training: Provides access to training resources and materials

Knowledge Base: Extensive knowledge base and documentation for self-service support.

By engaging in a VMware software support contract, NNDIT can ensure that its IT infrastructure remains robust, secure, and capable of meeting the evolving needs of the Navajo Nation government.

The vendor performing this software support will be a certified partner of VMware.

- Five (5) or more years of related experience software support
- Strong expertise, knowledge, and/or experience in requested services.

Navajo Nation Insurance coverage for the project

1. Insurance -

- a. General Conditions: Until final acceptance by the Navajo Nation of the work covered, the Contractor shall procure and maintain at the contractor's expense, insurance of the kinds and in the amounts herein provided. The Insurance shall be provided insurance companies authorized and approve to do business with the Navajo Nation Department of Risk Management and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agent or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents, and subcontractors therefrom.

The Contractor shall procure and maintain, during the life of this Contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. The policies will be written with Navajo Nation as additional insured while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 days written notification to Navajo Nation, Director if a policy has been materially changed or canceled. The Navajo Nation shall be an additional insured and will be written on an occurrence form, and shall provide limits as follows:

<u>Workers Compensation</u>	<u>Statutory</u>
EMPLOYERS LIABILITY	\$1,000,000.00
Commercial General Liability	
Bodily Injury/Property Damage:	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
Products/Completed Operations:	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
Pollution Legal Liability	\$1,000,000.00 Each Occurrence
Business Automobile Liability	
Combined Single Limit:	\$1,000,000.00 Each Occurrence
Business Automobile Liability Insurance shall include coverage for use of all owned, non- owned and hired automobiles and vehicles:	
Independent Contractors:	Included
Contractual Liability:	Included
Professional Liability:	\$1,000,000.00 Each Occurrence
(NOTE: ADD IF APPLICABLE)	\$1,000,000.00 Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the Navajo Nation, such limits shall be certified and shall apply to the coverage afforded the Navajo Nation under the terms and conditions of the contract as though required and set forth in the contract. The Contractor shall furnish to the Navajo Nation copies of any endorsement that are subsequently issued amending coverage or limits.

b. Approval of Insurance

Even though a "Notice to Proceed" may have been given by the Navajo Nation, the Contractor or subcontractor(s) shall not begin work under this Contract, or solicitation until the required insurance has been obtained and the proper Certificate of Insurance (or insurance policies) has been filed with the Navajo Nation, adding the Navajo Nation as an additional insured as applicable. Neither approval nor failure to approve certificates, policies, or insurance by the Nation shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

c. Increased Limits

If during the life of this Contract or solicitation, the Legislature of the Navajo Nation increases the maximum limits of the liability under the Tort Claims Act, the Navajo Nation may require the successful Contractor to increase the maximum limits of any insurance required herein.

In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

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

Request for Taxpayer Identification Number and Certification

Go to 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 one 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) _____ Note: 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) _____ (Applies to accounts maintained outside the United States.)
	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.

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.

Social security number
[][][] - [][] - [][][][][][]
or
Employer identification number
[][] - [][][][][][][][][]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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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.

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

Service contract between vendor

TEMPLATE

Contract will used when selected from BID.

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

Employer's Identification No.: _____
or
Consultant's Social Security No.: _____ *this number must match Form W-9*

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:

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 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.