

**REQUEST FOR PROPOSAL**  
**FUEL CARD SERVICES FOR THE NAVAJO NATION**  
**RE-BID NO. 25-05-3694GC**

**SECTION I**

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

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Division of General Services (DGS), Navajo Nation, P.O. Box 280, Window Rock, Arizona. The contact person for this RFP is Marcus A. Yazzie, Deputy Division Director (D).
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration, and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:**  
This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP, and may request a copy of Navajo Nation procurement regulations from the DGS Administration at any time up to the Deadline for Proposals.
- E. **SCHEDULE OF ACTIVITIES:**
- |                                                                                                  | <b>DEADLINE:</b>                    |
|--------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. Public Advertisement                                                                          | July 9 - 23, 2025                   |
| 2. Proposals will be sent to vendors on our current listing                                      | July 10, 2025                       |
| 3. Prospective respondent's written question deadline<br>(No questions accepted after this date) | July 18, 2025                       |
| 4. Responses to questions                                                                        | July 21, 2025                       |
| 5. Advertisement Closing                                                                         | July 23, 2025                       |
| 6. Due date for proposals                                                                        | July 23, 2025<br><b>5 p.m. MDST</b> |
| 7. Opening of proposals and evaluation by<br>Review Team on or by                                | July 25, 2025                       |
| 8. Award date for contract<br>Pending Legislative Review-164 process                             | July 31, 2025                       |
- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Marcus A. Yazzie, Deputy Division Director (D) at [marcusayazzie@navajo-nsn.gov](mailto:marcusayazzie@navajo-nsn.gov) and Minja Taliman

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at [mtaliman@navajo-nsn.gov](mailto:mtaliman@navajo-nsn.gov). No inquiries will be accepted after the inquiry deadline listed in section E. NOTE: Inquires shall reference Fuel Card Services for the Navajo Nation **Re-Bid Number No. 25-05-3694GC**

- 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 5:00 p.m., July 23, 2025 (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. **FOUR SETS OF PROPOSAL ARE REQUIRED:** Four sets of the proposal must be delivered in a sealed envelope. The outside of the envelope should be clearly marked with the project name- "Fuel Card Services for the Navajo Nation **Re-Bid Number No. 25-05-3694GC**" –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 and Staff Resume
- c. Section 3: Fuel Card Services Experience
- d. Section 4: List of similar services provided to other clients on Navajo Nation in proportion to requested services for the last three years.
- e. Section 5: Signed W-9 Form and Suspension/Debarment Form
- f. Section 6: Certification of Insurance

Part B. Cost Proposal (**Sealed separately in envelope**)

- g. State total cost for Part I and for each optional services in Part II.

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

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- J. **COST PROPOSAL:** Cost proposals shall be sealed separately and not part of the proposal. 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:** DGS 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 DGS Deputy Division Director 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 DGS and may be reviewed by any person after final selection has been made, subject to paragraph L above. DGS 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:** DGS is not liable for any cost by the respondents prior to issuance of a contract.
- O. **ACCEPTANCE TIME:** DGS intends to make a vendor selection within seven (7) business 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 DGS Division Director'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 DGS. 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 DGS Division Director may elect to evaluate RFP solely.
4. Evaluation Criteria: The following criteria will be used by an adhoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for DGS.

Qualifying Point Criteria:

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

**Subtotal, possible points 80\***

\*Must obtain a minimum of 35 points to qualify for opening of cost proposal. Otherwise, respondent is disqualified.

Cost Point Criteria:

- f. Delivery of all services at a reasonable cost. 0-20 points

**Total possible points=100**

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- 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 (see attached contract template).
- S. **TAX:**  
All appropriate taxes should be included in 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 five (5) years from the date of award and encumbered annually.
- 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. **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**  
**SCOPE OF WORK**

Fuel Card Services for Off-Site Navajo Nation Travel

1. Introduction

- The Division of General Services (DGS), on behalf of its Fleet Management Department, is requesting proposals from qualified vendors to provide fuel card services for official off-site travel throughout the Navajo Nation and surrounding areas. These services are essential to support operational travel needs for various Navajo Nation governmental programs and agencies.

2. Objective

- To establish a secure, efficient, and accountable fuel card program that enables Navajo Nation employees to purchase fuel for official travel while ensuring transparency, tracking, and control over fuel expenditures.

3. Scope of Work

- The selected vendor shall:
  - i. Provide fuel cards or equivalent payment instruments for authorized Navajo Nation employees.
  - ii. Ensure acceptance at a broad network of fueling stations, particularly within and surrounding the Navajo Nation.
  - iii. Support real-time tracking and reporting of fuel purchases.
  - iv. Offer a web-based or mobile portal for account management and reporting.
  - v. Allow for customizable controls, including:
    - vi. Per transaction limits
    - vii. Daily/weekly spending caps
    - viii. Restrictions by fuel type or location
  - ix. Provide monthly statements with itemized transactions per card/user.
  - x. Enable secure replacement and reissue processes for lost/stolen cards.
  - xi. Offer customer support during normal working hours and emergency assistance after hours.

4. Proposal Requirements

- Vendors must include the following in their submission:
  - i. Company profile and relevant experience
  - ii. Overview of fuel card program functionality
  - iii. Description of geographic fuel coverage within the Navajo Nation
  - iv. Security measures and fraud protection
  - v. Card/user management and account reconciliation procedures
  - vi. Sample reporting capabilities
  - vii. Cost proposal including:

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1. Any annual fees
  2. Transaction fees
  3. Late payment or interest charges
  4. Any additional service charges
- viii. At least three references from government or public-sector clients
- ix. Proof of liability insurance and business licensing
- x. Certificate of Insurance (See Section 6)
5. Evaluation Criteria
  - Proposals will be evaluated based on the following:
    - i. Coverage and accessibility of fuel services across Navajo Nation (30%)
    - ii. Cost-effectiveness (25%)
    - iii. Reporting and control features (20%)
    - iv. Company experience and references (15%)
    - v. Customer support and service reliability (10%)
6. Certificate of Insurance
  - The successful vendor must provide a Certificate of Insurance (COI) meeting the following requirements:
    - i. General Liability Insurance: Minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
    - ii. Cyber Security Liability Insurance: Minimum coverage of \$1,000,000 per occurrence.
    - iii. Workers' Compensation Insurance: As required by applicable state or tribal law.
    - iv. The Certificate of Insurance must list the Navajo Nation as the certificate holder and an additional insured.
    - v. The COI must be provided prior to the start of the contract and kept current throughout the duration of services.
    - vi. Failure to provide an acceptable COI may result in disqualification or contract termination.
7. Submission Instructions
  - All proposals must be submitted in a sealed envelope or via secure electronic means clearly marked:
    - i. "Fuel Card Services for the Navajo Nation **Re-Bid Number No. 25-05-3694GC**"
  - Submit proposals to:

Marcus A. Yazzie  
Deputy Division Director  
Division of General Services  
Post Office Box 280  
Window Rock, Arizona 86515

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Physical Address:  
Marcus A. Yazzie  
Deputy Division Director  
Division of General Services  
2559 Window Rock Blvd  
Window Rock, Arizona 86515

8. Terms and Conditions

- The Navajo Nation reserves the right to reject any or all proposals.
- The Navajo Nation may cancel or amend this RFP at any time.
- Selected vendors must comply with all applicable Navajo Nation laws and procurement policies.



**FORM 1 (ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT BETWEEN  
THE NAVAJO NATION  
AND**

\_\_\_\_\_  
*Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)*

\_\_\_\_\_  
*Consultant's physical address, state and zip code*

\_\_\_\_\_  
*Consultant's telephone number*

CONTRACT NO: \_\_\_\_\_

FOR THE PERIOD: BEGINNING \_\_\_\_\_

ENDING \_\_\_\_\_

**PAYMENTS TO BE MADE FROM:**

Account: \_\_\_\_\_ - \_\_\_\_\_ Fees: \$ \_\_\_\_\_

Account: \_\_\_\_\_ - \_\_\_\_\_ Expenses: \$ \_\_\_\_\_

Account: \_\_\_\_\_ - \_\_\_\_\_ Taxes: \$ \_\_\_\_\_

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ \_\_\_\_\_

**UNDER THE TERMS AND CONDITIONS OUTLINED IN:**

ATTACHMENT A – Mutual Promises and Agreements

ATTACHMENT B – Scope of Work

**EXHIBITS:**

EXHIBIT A – Accounting Codes and Budget

EXHIBIT B – Consultant Credentials

EXHIBIT C – Certificate of Insurance

EXHIBIT D – \_\_\_\_\_

EXHIBIT E – \_\_\_\_\_

Employer's Identification No.: \_\_\_\_\_

Or *this number must match Form W-9*

Consultant's Social Security No.: \_\_\_\_\_

## SERVICES CONTRACT

### ATTACHMENT A – Mutual Promises and Agreements

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

1. **Contract Term.** The **NATION** agrees to use the non-exclusive services of the **CONSULTANT** beginning \_\_\_\_\_, and ending \_\_\_\_\_.
2. **Documents Constituting the Contract.** The following are to be considered collectively as one agreement/contract and the term Contract whenever used herein shall be deemed to include all such documents:
  - this ATTACHMENT A – Mutual Promises and Agreements;
  - ATTACHMENT B – Scope of Work (“Scope of Work”);
  - EXHIBIT A – Accounting Codes and Budget;
  - EXHIBIT B – Consultant Credentials;
  - EXHIBIT C – Certificate of Insurance; and (where applicable)
  - EXHIBIT D – \_\_\_\_\_; and
  - EXHIBIT E – \_\_\_\_\_.
3. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in **ATTACHMENT B – Scope of Work**. Any changes to the Scope of Work must be agreed to by the **PARTIES** through a formal Modification of the Contract pursuant to Paragraph 13 below.
4. **Compensation.** The **NATION** agrees to compensate the **CONSULTANT** for services performed under this Contract by paying a sum not to exceed \$ \_\_\_\_\_, as per **EXHIBIT A – Accounting Codes and Budget**, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18 below, for work performed within the territorial jurisdiction of the **NATION**.
5. **Authorized Representative.** The **CONSULTANT** shall work with the \_\_\_\_\_ (*Contracting Program*), and its Authorized Representative, \_\_\_\_\_, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the **CONSULTANT**. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
6. **Contract Number.** Contract Number C- \_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the **CONSULTANT** to the **NATION** for payment.
7. **Availability of Funds.** The liability of the **NATION** under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. § 223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
8. **Travel Expenses.** The **PARTIES** recognize that the **CONSULTANT** may incur reasonable travel expenses in connection with providing services to the **NATION**. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
9. **Consultant is an Independent Contractor.** Neither **CONSULTANT** nor its employees are, or shall be deemed, **NATION** employees. In its capacity as an independent contractor, **CONSULTANT** agrees and

represents, and the **NATION** agrees, that **CONSULTANT**: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any **NATION** employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between **CONSULTANT** or any of its employees and the **NATION**. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The **CONSULTANT** is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

13. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful

conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. § 551 *et seq.*

14. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. § 223(F).
15. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
16. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
17. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. § 3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600 *et seq.*, the Navajo Uniform Commercial Code, 5A N.N.C. § 1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
18. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
19. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. § 150 *et seq.*

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

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

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

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

20. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
21. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515, within five (5) days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**. The failure to fully comply with this provision shall render this Contract null and void.
22. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT’S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

## SIGNATURES OF THE CONTRACT

**For the Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For the Navajo Nation:**

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Branch Chief  
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: \$ \_\_\_\_\_

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### **ATTACH A DETAILED BUDGET TO THIS EXHIBIT**

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

---

Consider using the SAMPLE FORMULAS below:

\_\_\_\_\_ – **Cost Estimate – Fees**

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours outside the Navajo Nation: \$ \_\_\_\_\_  
\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours within the Navajo Nation: \$ \_\_\_\_\_  
\_\_\_\_\_ Percent Navajo Nation tax on fees for work within the Navajo Nation: \$ \_\_\_\_\_  
Total Fees: \$ \_\_\_\_\_

\_\_\_\_\_ – **Cost Estimate – Fees**

Travel ( \_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile): \$ \_\_\_\_\_  
Meals ( \_\_\_\_\_ meals x \$ \_\_\_\_\_ per meal): \$ \_\_\_\_\_  
Lodging (\$ \_\_\_\_\_ per night x \_\_\_\_\_ required overnight stays): \$ \_\_\_\_\_  
Airfare (\$ \_\_\_\_\_ per trip x \_\_\_\_\_ trips): \$ \_\_\_\_\_  
Materials, supplies, and goods (list each item and associated cost): \$ \_\_\_\_\_  
Total Expenses: \$ \_\_\_\_\_

**SERVICES CONTRACT**  
**EXHIBIT B - Consultant Credentials**

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

ADDRESS \_\_\_\_\_

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

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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



## SERVICES CONTRACT

### EXHIBIT C - Certificate of Insurance

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

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed memorandum indicating that the attached Certificate of Insurance meets RMP's minimum insurance requirements.

**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](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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> 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) _____	<b>4</b> 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.)
	<b>3b</b> 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"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<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