

REQUEST FOR PROPOSAL
NAVAJO NATION TELECOMMUNICATION & UTILITIES (NNTU)
GARBAGE/REFUSE COLLECTION SERVICE
BID NO. 25-07-3781DB

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

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Telecommunication & Utilities (NNTU), Division of General Services, Navajo Nation, P.O. Box 2928, Window Rock, Arizona. The contact person for this RFP is Ms. Veronica Laughter, Program Manager I, NNTU.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:**
This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP, and may request a copy of Navajo Nation procurement regulations from the NNTU Program Manager at any time up to the Deadline for Proposals.
- E. **SCHEDULE OF ACTIVITIES:**
- | | DEADLINE: |
|---|---------------------------------------|
| 1. Public Advertisement | July 22, 2025 |
| 2. Proposals will be sent to currently Certified Navajo Businesses on the NBOA Source List | July 22, 2025 |
| 3. Prospective respondents' written question deadline (No questions accepted after this date) | July 31, 2025 |
| 4. Responses to questions | August 1, 2025 |
| 5. Due date for proposals | August 15, 2025
4 p.m. MDST |
| 6. Opening of proposals and evaluation by Review Team or Program Manager | August 18, 2025 |
| 7. Award date for contract | October 01, 2025 |
| Pending Legislative Review-164 process | |
- 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 No inquiries will be accepted after the inquiry deadline listed in section E. NOTE: Inquires shall reference Garbage Refuse Collection Services Bid Number No. 25-07-3781DB

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- 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 15, 2025 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to insure 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 proposal with electronic copy on jump drive and four hard copy sets of the sealed cost proposal with electronic copy on jump drive. All should be sealed in an envelope with the outside of the envelope clearly marked with the project name- "Garbage Refuse Collection Services Request for Proposal & Bid Number No. 25-07-3781DB-DO NOT OPEN" – "PRIORITY STATUS" needs to be clearly visible outside of package, along with 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 Form and Suspension/Debarment Form
- f. Section 6: Certification of Insurance

Part B. Cost Proposal (Sealed separately in envelope)

- g. Detailed cost per site for each period
 - i. October 01, 2025-September 30, 2026
 - ii. October 01, 2026-September 30, 2027
 - iii. October 01, 2027-September 30, 2028

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

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- 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, respondent will be 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. On the basis of the evaluation criteria established in this RFP the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NNTU Program Manager may elect to evaluate RFP solely.
4. Evaluation Criteria: The following criteria will be used by an ad hoc committee in the selection process for the 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

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R. TERMS AND CONDITIONS:

1. Nothing in this RFP is intended to or shall have the effect of waiving any privileges or immunities afforded. The Navajo Nation includes, but limited to, sovereign immunity or official immunity, and it is expressly agreed that the Navajo Nation retains such privileges.

2. The Navajo Nation is a sovereign government, and all contracts entered into because of the RFP shall comply with the Navajo Nation Laws, Rules, and Regulations, including the Navajo Preference in Employment Act, and applicable federal laws, rules, and regulations.

S. 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).

T. 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.).

U. TERM: The term of this contract will be for a period of three years from the date of award.

V. SOVEREIGNTY: The Navajo Nation will not relinquish any of its sovereignty rights.

W. 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.

X. 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.

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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
STATEMENT OF WORK**

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 seeking proposals from qualified waste management vendors to provide garbage collection services at various government office locations on the Navajo Nation

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

C. SERVICES TO BE PROVIDED BY CONTRACTOR:

A. GENERAL DESCRIPTION OF SERVICE: the Company awarded the contract will provide garbage collection services at these locations: Chinle, Crownpoint, Dilkon, Ft. Defiance, Leupp, Pinon, Shiprock, Gallup, St. Michael's, Tse Bonito, Tuba City, and Window Rock area.

B. MINIMUM SPECIFICATIONS

1. Contractor will pick up all garbage/refuse at each site indicated in Section C.
2. All garbage/refuse inside the dumpster, such as: bags, boxes, durable goods, non-durable goods, containers, packaging, paper, plastics, glass, aluminum, food scrap, yard trimming and miscellaneous inorganic waste from commercial areas will be picked up. The Navajo Nation Environmental Protection Agency (EPA) defines solid waste as not including "waste from other sources, such as construction and demolition wastes, combination ash, and industrial process waste that might also be disposed of."

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3. Contractor will be responsible for furnishing all equipment, containers, fees, labor, and materials necessary for the collection, transportation and legal off-site disposal of all garbage and refuse. No additional fees (i.e., fuel surcharges) will be allowed under this contract. The Contractor shall maintain each container such that it is in good physical shape.
4. All garbage/refuse in the fenced-in area will be picked up including the garbage/refuse on the ground within a 10-foot radius of the bin. Any fenced-in enclosures are to be re-secured.
5. The Contractor will provide the Nation with receipts reflecting proper dumping at the transfer station together with the Contractor's monthly invoice.
6. Payments will made monthly upon receipt of invoices with payment terms of "Net 45 days." All services will be billed monthly to Navajo Nation Telecommunication & Utilities department.
7. The Contractor is to exercise due care to avoid any damage to the premises involved including improvements on property located thereon.
8. The Contractor is to carry liability insurance during the term of the contract with minimums required insurance as required by Navajo Nation Risk Management Department.
9. The Contractor is to hold the Navajo Nation harmless from any and all claims that may arise directly or indirectly out of the performance of this contract whether it's due to his own action or actions of any of his employees or agents.
10. Prices to be quoted will be based on the location of picks up.
11. A telephone number must be specified and maintained at Contractor's expense for the duration of this contract. Reason: When garbage/refuse is not picked up, Navajo Nation Telecommunication & Utilities Department will need to contact the Contractor regarding the complaints immediately.
12. The contract will be subject to cancellation within five (5) working days from formal notification to the Contractor in the events of non-performance and/or dissatisfaction.
13. Contractor will provide pick up schedule (specific day) for each site locations.

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C. SITE LOCATIONS:

CHINLE, AZ AREA:

Chinle Facilities Maintenance Department

Pick up: Weekly Service

Two (2) – 8 Yard Bin with Lid

Chinle Fleet Management

Pick up: Weekly Service

One (1) - 4 Yard Bin with Lid

CROWNPOINT, NM AREA:

Crownpoint Facilities Maintenance Department

Pick Up: Two (2) Times a Week

One (1) - 8 Yard Bin with Lid

Crownpoint Food Distribution Warehouse & Office

Pick Up: Two (2) Times a Week

One (1) – 8 Yard Bin with Lid

Crownpoint Police Department

Pick Up: Two (2) Times a Week

Two (2) – 8 Yard Bin with Lid

Crownpoint Youth Community Services

Pick Up: Two (2) Times a Week

One (1) - 8 Yard Bin with Lid

Crownpoint Fleet Management

Pick Up: Two (2) Times a Week

One (1) – 8 Yard Bin with Lid

DILKON, AZ AREA:

Dilkon Police Department

Pick up: Weekly Service

One (1) - 8 Yard Bin with Lid

Department of Transportation

Pick up: Monthly Service

One (1) - 8 Yard Bin with Lid

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FT. DEFIANCE, AZ AREA:

Facilities Maintenance Yard Compound #1

Pick Up: Three (3) Times a Week

Four (4) – 8 Yard Bins with Lids

Pick Up: Twice a Month (As Needed)

One (1) – 40 Yard Roll-off Bin

Department of Water Resources (Main Office/Shop)

Pick Up: Two (2) Times a Week

Two (2) – 8 Yard Bins with Lids

Water Management Branch

Pick up: Weekly Service

One (1) - 8 Yard Bin with Lid

Navajo Nation Judicial Court Building

Pick Up: Weekly Service

One (1) – 8 Yard Bin with Lid

PINON, AZ

Department of Transportation

Pick up: Monthly Service

One (1) - 8 Yard Bin with Lid

SHIPROCK, NM AREA:

Shiprock Facilities Maintenance Yard

Pick up: Weekly Service

One (1) - 8 Yard Bin with Lid

Shiprock Fleet Management

Pick up: Weekly Service

One (1) - 8 Yard Bin with Lid

Department of Water Resources (Irrigation Office)

Pick up: Weekly Service

One (1) - 3 Yard Bin with Lid

Strengthening Families Program

Pick-Up: Weekly Service

One (1) – 3 Yard Bin with Lid

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GAMERCO, NM AREA:

Records Management Department (Warehouse)

Pick up: Weekly Service

One (1) - 8 Yard Bin with Lid

ST. MICHAEL'S, AZ AREA:

Karigan Professional Building Complex

Pick up: Weekly Service

One (1) - 8 Yard Bin with Lid

Navajo Land Department

Pick-Up: Weekly Service

One (1) – 4 Yard Bin with Lid

TSE BONITO, NM AREA:

Department of Transportation

Pick up: Weekly Service

Two (2) - 8 Yard Bin with Lid

TUBA CITY, AZ AREA:

Tuba City Facilities Maintenance Department

Pick Up: Twice a Month (As Needed)

One (1) – 20 Yard Roll-Off Bin

Tolani Lake Senior Center

Pick-Up: Weekly Service

One (1) – 3 Yard Bin with Lid

Dennehotso Senior Center

Pick-Up: Weekly Service

One (1) – 2 Yard Bin with Lid

Navajo Mountain Senior Center

Pick-Up: Weekly Service

One (1) – 3 Yard Bin with Lid

Tonalea Senior Center

Pick-Up: Weekly Service

One (1) – 2 Yard Bin with Lid

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LEUPP, AZ AREA:

Birdsprings Senior Center

Pick-Up: Weekly Service
One (1) – 2 Yard Bin with Lid

WINDOW ROCK, AZ AREA:

Agriculture/Veterinary Clinic (Southeast of Window Rock Sport Center)

Pick Up: Two (2) Times a Week
One (1) – 8 Yard Bin with Lid

Bureau of Education Warehouse Building No. 2783 Compound

Pick Up: Three (3) Times a Week
Four (4) – 8 Yard Bins with Lids

Window Rock Fleet Management

Pick up: Weekly Service
One (1) - 8 Yard Bin with Lid

Window Rock Fleet Auto Body Shop

Pick up: Weekly Service
One (1) - 8 Yard Bin with Lid

Window Rock Zoo

Pick up: Weekly Service
One (1) - 3 Yard Bin with Lid

Navajo Air Transportation

Pick up: Weekly Service
One (1) – 8 Yard Bin with Lid

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SCOPE OF WORK:

To provide waste disposal/garbage collection services on the Navajo Nation at various government office locations, which include: Chinle, AZ; Dilkon, AZ; Ft. Defiance, AZ; Leupp, AZ; Pinon, AZ; St. Michael's, AZ; Tuba City, AZ; Window Rock, AZ; Crownpoint, NM; Shiprock, NM; Gamerco, NM; and Tse Bonito, NM areas.

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

Date

The Navajo Nation

Post Office Box 9000

Window Rock, Arizona 86515

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

ACCOUNTING CODES

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

ATTACH A DETAILED BUDGET TO THIS EXHIBIT

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

Consider using the SAMPLE FORMULAS below:

_____ – **Cost Estimate – Fees**

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

_____ – **Cost Estimate – Fees**

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

SERVICES CONTRACT
EXHIBIT B - Consultant Credentials

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

**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) _____	
	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"/>	
	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.)	
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	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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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 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