

**REQUEST FOR PROPOSAL**  
**Navajo Nation Credit Services Department**  
**Loan Financial Management Software**  
**RFP No. 26-04-4086DB**

**SECTION I**

**INFORMATION ONLY. A RESPONSE TO THIS SECTION IS NOT REQUIRED.  
RESPONSE REQUIRED IN SECTION II – SCOPE OF WORK.**

- A. ISSUING OFFICE:** The Navajo Nation Credit Services Department (NNCSD) is soliciting proposals for the purchase, installation, and maintenance of Loan Financial Management Software. We invite proposals from vendors to provide a comprehensive solution that meets our requirements.
- B. ABOUT:** The Navajo Nation Credit Services Department was established in 1985, under the Division of Finance, is a propriety funding program. The Credit Services Department provides personal and home loan programs designed to support qualified enrolled Navajo Nation individuals by offering loans through the personal, holiday, and home loans. We assess creditworthiness to ensure borrowers can meet repayment terms while safeguarding the Navajo Nation's assets. Our operations are self-sustaining and accountable, with a focus on securing and collecting funds owed to the Navajo Nation. Through these services, we help meet the financial needs of our community members year-round, including special provisions during the holiday season.
- C. PURPOSE:** 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 obtain a copy of Navajo Nation procurement regulations from the Navajo Nation Office of the Controller's website at any time up to the Deadline for Proposals.

**E. SCHEDULE OF ACTIVITIES**

**DEADLINE**

- |   |                                |
|---|--------------------------------|
| 1. Public Advertisement   | April 2, 2026 – April 17, 2026 |
| 2. Prospective respondent/offeror's written question deadline.<br>*No inquiries accepted after this date* | April 8, 2026                  |
| 3. Responses to inquiries   | Immediate                      |
| 4. RFP proposal submission deadline   | April 17, 2026, at 5 p.m. MST  |
| 5. Opening of proposals and evaluations by Review Team on or by   | April 20, 2026                 |

**F. INQUIRIES:** Prospective respondents shall make written questions concerning the RFP to obtain clarification of requirements through e-mail to Cathy Begay at [cathy.begay@navajo-nsn.gov](mailto:cathy.begay@navajo-nsn.gov). No inquiries will be accepted after the inquiry deadline listed in section E.

NOTE: Inquiries shall reference NNCSD – Loan Financial Management Software RFP No. xx-xx-xxxxxx.

**G. ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** If 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. MST, April 17, 2026. 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 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 PROPOSALS ARE REQUIRED:** Four sets of the proposals must be delivered in a sealed envelope. The outside of the envelope should be clearly marked with the project name – “NNCSD – Loan Financial Management Software for the Navajo Nation RFP No. xx-xx-x-x-x-x-x” and the name, address and priority status of the firm submitting the proposal.

**PHYSICAL ADDRESS:**

Credit Services Department  
Administration Building 1

2559 Tribal Hill Drive  
Window Rock, Arizona 86515

ATTN: Cathy Begay, Credit Manager

**MAILING ADDRESS:**

Navajo Nation Credit Services Department  
Post Office Box 2405  
Window Rock, Arizona 86515

ATTN: Cathy Begay, Credit Manager

**PROPOSAL FORMAT:**

Respondents shall provide information in the following format:

Part A. Written Proposal

- a. Section 1: Cover Letter and Respondent overview\*
- b. Section 2: Company Credentials, Qualifications and Staff Resume
- c. Section 3: Experience
- d. Section 4: List of similar services provided to other clients on the Navajo Nation in proportion to requested services for the last three years, if applicable.
- 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 service in Part II.

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

**J. COST PROPOSAL:** Cost proposals shall be sealed separately and not part of the proposal. Only when respondents have met the minimum qualifications will the cost proposals be opened. If the respondent fails to submit cost separately from the proposal, then the respondent's entire proposal will be deemed non-responsive.

**K. REJECTION OF PROPOSALS:** NNCS D reserves the right to reject all proposals. This RFP may be canceled at any time, and all proposals may be rejected in whole or in part when NNCS D determines it is in the best interest of the Navajo Nation.

**L. PROPRIETARY INFORMATION:** Any restrictions 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 page of the proprietary material must be labeled or identified with the word “proprietary”.

**M. SUFFICIENT APPROPRIATION:** A contract awarded because 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 affect such termination or reduction in scope. The Controller of the Navajo Nation decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.

**N. 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.
2. Failure of respondents 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 NNCS. The specifications in this RFP represent the minimum performance necessary for a response. Based on the evaluation criteria established in this RFP the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NNCS may elect to evaluate RFP solely.
4. Evaluation Criteria: The following criteria will be used by an ad hoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for NNCS.

Qualifying Point Criteria:

- a. Company Credentials and 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 the Navajo Nation in proportion to requested services for the last three years. 0 – 15 points
- e. W-9 and/or Debarment Forms. 0 – 10 points

Subtotal, total possible points 80\*

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

Cost Point Criteria:

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

Total possible points of 100

- O. STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations because of a proposal submitted in response to the RFP (see attached contract template).
- P. 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).
- Q. TERM:** The term of this contract will be for five years from the date of award and encumbered annually.
- R. SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.
- S. 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.

**T. 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 applicable laws, bylaws, or 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.

**U. INFORMATION SECURITY AND DATA GOVERNANCE:** The successful Vendor shall comply with the following Information Security and Data Governance requirements:

1. **Data Ownership and Sovereignty:** All data generated, collected, stored, or processed under this contract shall remain the sole property of the Navajo Nation. The Vendor shall not access, use, disclose, or store such data for any purpose other than fulfilling contractual obligations without prior written approval.
2. **Security Controls:** The Vendor must implement appropriate security measures including, but not limited to:
  - Multi-Factor Authentication (MFA)
  - Role-Based Access Control (RBAC)
  - Encryption of data at rest and in transit
  - Secure user authentication and session management

3. **Audit Logging and Monitoring:** The system must maintain detailed audit logs of user activity and administrative actions. Logs must be retained and made available to the Navajo Nation for monitoring, auditing, and incident investigation purposes.
4. **Backup and Disaster Recovery:**  
The Vendor must provide:
  - Regular automated data backups (at minimum daily)
  - Defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)
  - Documented and tested disaster recovery procedures
5. **Incident Response and Breach Notification:** The Vendor must notify the Navajo Nation within seventy-two (72) hours of any confirmed or suspected security incident involving Navajo Nation data. The Vendor shall provide full details of the incident and cooperate fully with NNDIT during investigation and remediation efforts.
6. **Hosting and Data Residency:**  
The Vendor must disclose:
  - Hosting environment (cloud, on-premises, hybrid)
  - Physical location of data storage
  - Applicable security certifications (e.g., SOC 2, FedRAMP, or equivalent)
7. **Compliance and Standards Alignment:** The solution must align with the Navajo Nation's cybersecurity policies and industry best practices, including alignment with the NIST Cybersecurity Framework.
8. **NNDIT Oversight:** All systems and services are subject to review, approval, and ongoing compliance monitoring by the Navajo Nation Department of Information Technology (NNDIT).

## **SECTION II**

### **A. PROJECT GOALS AND OBJECTIVES:**

1. The primary goals of the Loan Management Software project are to operate professionally, competitively, and profitably by leveraging a robust loan management software application by:
  - a. **Improving Operational Efficiency:** Streamline loan management processes to minimize intervention, reduce human errors, and speed up loan processing times.

Automate routine tasks such as application intake, online applications, online payments, document verification, and payment tracking to free up staff for high-value activities. Optimize workflows by identifying bottlenecks and implementing process improvements, ensuring smooth and professional loan operations. To increase the speed and output of loan processing, allowing the small office to handle more loans with the same or fewer resources.

- b. Enhancing Data Management & Reporting:** To centralize and organize all loan-related data, making it easily accessible, secure, and accurate for reporting and decision-making. Implement robust data validation and verification mechanisms to ensure accuracy and integrity of loan records. Centralize loan data storage with secure and organized databases for easy retrieval and management. Develop advanced analytical tools to generate insights on loan performance, risk exposure, and customer behavior. Provide customizable reporting features for management to monitor portfolio health, compliance status, and operational metrics.
- c. Reducing Costs:** By increasing efficiency and reducing manual effort, the aim would be to lower operational costs associated with loan management. Leverage automation and process optimization to reduce labor costs and minimize errors that lead to costly corrections. Utilize cloud infrastructure or cost-effective hosting solutions to lower IT expenses. Streamline vendor and service integrations to avoid redundant systems and reduce maintenance overhead.
- d. Ensuring Compliance & Security:** To help the lending office adhere to all relevant regulations and compliance standards in the mortgage industry. Ensure the platform adheres to all applicable financial regulations, consumer protection laws, and industry standards. Incorporate audit trails and logging to track all system activities for regulatory reporting and investigations.

The system must implement strong security controls including encryption of data at rest and in transit, multi-factor authentication, and role-based access control to protect sensitive borrower information such as Social Security Numbers and financial data.

The system must support secure handling of Personally Identifiable Information (PII) and comply with application data protection requirements. Regular system updates, patching, and vulnerability management must be maintained to address emerging threats and ensure ongoing compliance.

- e. **Improving User Experience:** By speeding up processes and providing better data, the platform can indirectly lead to smoother experience for borrowers. Creating an intuitive and easy-to-navigate interface for both lenders, collection team, accountants and borrowers, reducing training time and support requests. Maintain a consistent user interface design across all modules to provide cohesive experience. Offer clear and transparent loan information, status updates, and notifications to borrowers to enhance trust and satisfaction. Provide self-service options for borrowers to apply, track, and manage loans online.
- f. **Scalability and Integration:** Design the platform architecture to handle increasing loan volumes and user numbers without performance degradation. Ensure the system can easily scale horizontally or vertically as the business grows. Develop APIs (Application Program Interface) and connectors for seamless integration with existing financial systems, CRM (Customer Relationship Management) tools, credit bureaus, payment gateways, and other third-party services to enable data exchange and interoperability.
- g. **Advanced Features:** Integrate credit scoring models and risk assessment algorithms to support automated and data-driven loan approval decisions. Enable flexible loan product configurations, allowing lenders to offer various loan types, terms, interest rates, and repayment schedules. Incorporate features such as automated reminders, payment scheduling, and early payoff options to improve loan management and customer satisfaction.
- h. **Hosting and Reliability:** Choose a reliable hosting environment with high availability, disaster recovery, and backup capabilities to ensure continuous platform operations. Monitor system performance and uptime to quickly identify and resolve issues. Implement scalable infrastructure to support peak loads and future growth without service interruptions.
- i. **Accounting and Loan Management:** Ensure accurate and timely posting of all payments to maintain up-to-date financial records. Efficiently book and process loans in compliance with company policies and regulatory requirements. Prepare, verify, and distribute 1098 interest forms promptly to meet tax reporting deadlines. Maintain detailed and current amortization schedules to support loan management and financial forecasting. Monitor real-time account balance to provide accurate financial status and support decision-making. Implement controls and checks to minimize errors in accounting and loan processing activities. Continuously improve financial processes to enhance accuracy,

efficiency, and compliance. Implement controls and checks to minimize errors in accounting and loan processing activities.

## **B. SCOPE OF WORK**

- a. System Setup and Configuration:** Assess the current workflows and lending processes of the office. Install the Loan Financial Management Software on designated hardware. Configure software settings to align with office-specific lending policies, loan types, and operational procedures. Set up user accounts, security protocols, and access controls.

The Vendor shall coordinate with NNDIT to ensure all system configurations align with Navajo Nation security standards, including secure deployment, access control configuration, and system hardening requirements.

- b. Compatibility:** The software shall be compatible with Microsoft 365 Dynamics, ensuring seamless integration, data synchronization, and full functionality within the Microsoft 365 Dynamics environment.

- c. Loan Financial Management Software to Include:**

**i. Details and Status:**

1. Note Date
2. Next Payment Date
3. Maturity Date
4. Payment Amount
5. Total Finance Charges
6. Type of late charge (flat rate)
7. Amount of late charge
8. Grace Period
9. Principal Balance
10. Last Transaction Date
11. Last Transaction Amount
12. Date Purchased (Date opened)
13. Purchase Price Paid
14. Payments left
15. Payment Due
16. Total Past Due Amount
17. Payoff
18. Per Diem
19. Amortizations

20. Homeowners Insurance
21. Property Description
22. Attachments

**ii. Financial Tracing**

1. YTD Interest Collected
2. YTD Principal Collected
3. 1098 Interest
4. Unpaid Late Charges
5. Unpaid NSF Charges
6. Loan Fees
7. Deferment Fees
8. Court Fees
9. Other Fees

**iii. Borrower Information**

1. Name
2. Addresses (Physical address)
3. Cell/Home Phone #
4. References
5. Social Security Number for Borrower and co-borrower/Co-signer
6. Legal Identification: Driver's License or State Identification
7. Date of Birth
8. Place of Employment
9. Date of Hire
10. Census Number
11. Navajo Nation AB# (Navajo Nation Employee Number)
12. Borrower's Maiden Name
13. Borrower's Place of Birth

**iv. Loan Specifics:**

1. Type of Loan (Personal/Special/Home Loan)
2. Collateral Type (Manufactured/New Construction)
3. Agency
4. Loan Officer
5. Filing Fee
6. Loan Fee
7. Amount Approved
8. Impounds
9. Homeowners Insurance Policy Expiration Date
10. Account Type (Unsecured/Secured)
11. Association Code (Individual/Contractual)
12. Simple Interest Loan

### 13. Type of Account (Installment)

#### v. Audit Trail:

1. Conversation Notes
2. Log of all transactions added/deleted and by date stamp, time stamp, and employee name.

- d. **Data Migration:** Conduct a thorough inventory of existing loan data sources (spreadsheets, legacy systems). Cleanse and format data to ensure compatibility with the Loan Financial Management Software. Migrate loan data, borrower information, payment histories, and related documents. Validate data accuracy post-migration through reconciliation reports.
- e. **User Training:** Develop training materials tailored to different user roles (loan officers, collection officers, accounting, administration and IT team). Conduct hands-on training sessions covering all platform functionalities including loan origination, servicing, reporting, compliance, collection, accounting, and administration. Provide training on troubleshooting common issues and software updates.
- f. **Training Plan:** Outline training objectives, topics, and learning outcomes. Schedule training sessions with consideration for staff availability. Include refresher courses and training for new recruits. Provide training documentation and user manuals for ongoing reference.
- g. **Integration:** Identify all third-party software tools currently used (accounting software, payment gateways, credit bureaus). Design integration workflows to enable seamless data exchange. Configure APIs or data/import export mechanisms. Test integration to ensure real-time synchronization and data integrity. All integrations must follow secure API and data exchange practices. The Vendor must ensure that all external connections are authenticated, encrypted, and compliant with NNDIT security requirements.
- h. **Testing and Quality Assurance:** Develop test cases covering all critical functions and workflows. Perform system testing including functional, integration, and user acceptance testing. Document and resolve any defect or issues identified. Confirm system readiness for production use.
- i. **Go-Live Support:** Provide on-site or remote support during the initial launch period. Monitor system performance and user activity. Address user questions,

troubleshoot issues, and implement quick fixes as needed. Establish a process for ongoing technical support and maintenance.

- j. Customization (if needed):** Analyze unique operational requirements that may require software customization. Implement minor customizations such as additional fields, report or workflow adjustments. Ensure customization does not compromise software stability or upgrade paths.
- k. Loan Product Features:** Configure loan product types including Graduated Terms (GTM), Adjustable-Rate Mortgage (ARM), Flexible Rate Mortgages. Set up calculations for defaulted interest, lender fees, and Loan to Value (LTV) ratios. Ensure compliance with lending and collection regulations and internal policies.
- l. User Roles and Permissions:** Define and document users' roles (e.g. lending team, collection team, accounting team, administrator, IT). Assign permissions to control access to sensitive data and critical functions. Implement role-based security to prevent unauthorized actions.
- m. Reporting Requirements:** Identify all required reports such as Aging Report, Maturity Report, Trial Balance Report, Paid In Full Report, Bankruptcy Report, Non-Accrual Report, Loan Fee Report, Individual Loan Ledgers, Loan Statements, Deferment Fees, Amortization Schedules, Conversation Log Reports, Ad Hoc Reports, Collection Activity Report, User Report, Audit Report, Credit Balances Report, Credit Report Log, Tax Forms (1098 and 1099C), Bad Debt Report, Cash Receipts Report, Reconciliation Reports, Lock Box, Analytic Reports, Collection Letters and forms, Automated Payment Reports, New Loans Booked and Online Payment Report. Configure report generation schedule and formats. Train users on accessing and interpreting reports.
- n. Project Description:** As part of the project tasks, parallel data entry will be conducted where data is simultaneously entered into both the existing software system and the new software. This process will ensure the accuracy and consistency of the new software by comparing outputs from both systems.

**Acceptance Criteria:** Successful completion of parallel data entry with matching results between the old and new software systems will be required before full implementation and approval of the new software.

- o. Key Performance Indicators (KPI):** Define KPIs to measure implementation success such as system uptime, user adoption rates, loan processing times, error

rates, and report accuracy. Establish methods for ongoing KPI tracking and review.

- p. Timeline:** Gantt Chart of project from beginning to end.
  
- q. Security and Compliance Requirements:** The Vendor shall ensure the system meets all Navajo Nation security and compliance requirements, including:
  - Protection of sensitive borrower data (PII and financial data)
  - Secure user authentication and access control
  - System logging and monitoring capabilities
  - Regular system updates and vulnerability management
  - Compliance with NNDIT security standards and applicable federal and tribal regulations

**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: |                     | \$ _____           |

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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.*

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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