

Request for Proposal  
Navajo Police Department  
BWC Project  
BID      25-04-3662GC      BID

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## 1. Purpose of Request

The Navajo Police Department (N.P.D.) is soliciting proposals for the purchase, delivery and installation of 150 body worn cameras with accessories, software, hardware, and licenses, consistent with the outlines provided in this document.

## 2. Time Schedule

It is N.P.D.'s intent to follow the following process and timetable, resulting in the selection of a vendor. At the N.P.D.'s discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

1. N.P.D. issues the RFP	April 30, 2025
3. Due date to submit proposals by 5:00PM Mountain	May 22, 2025
4. Evaluation of submitted proposals	May 23, 2025
5. Notice of conditional selection and initiation of negotiations (tentative)	May 27, 2025
6. Award by the Navajo Nation (tentative)	May 30, 2025

## 3. Instruction for Proposers

### A. All proposals must be addressed to:

- a. Grace Coan, Buyer
- b. The address for submission by delivery (In Person, FedEx or UPS) is

Purchasing Service Department  
Admin Building One  
Window Rock Boulevard  
Window Rock, Arizona 86515

- c. The address for submission by U.S. Mail is

Purchasing Service Department  
Post Office Box 3150  
Window Rock, Arizona 86515

- B. All proposals must be in a sealed envelope and clearly marked **"BID NPD BWC PROJECT 25-04-3662GC BID."** The name and address of the proposing vendor must be shown on the face of the envelope.
- C. A word of caution for those using overnight or next business day shipping. The Navajo Nation is geographically dispersed. Overnight and next business day shipping should not be depended upon to be accurate. Allow up to three days if using these classifications for delivery.

- D. If the proposer is claiming priority status under the Navajo Nation Business Opportunity Act, it is the responsibility of the proposer to identify themselves as certified under the Act by including the certification number on the face of the sealed envelope.
- E. Any questions or inquiries regarding the scope of work should be brought to the attention of Tyler Lynch, Police

Tyler Lynch, Police Lieutenant  
Navajo Police Department  
(928) 686-8818  
[tylerlynch@navajo-nsn.gov](mailto:tylerlynch@navajo-nsn.gov)

- F. All proposals must be received by 5:00PM Mountain on **May 22, 2025**. Proposals will not be accepted after this deadline. Two (2) copies of the proposal must be enclosed in a sealed envelope. No facsimile, electronic or telephone proposals will be accepted.
- G. Proposers should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the Scope of Work and the conditions outlined in this document. Special bindings, color displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- H. Selected proposer who are awarded, must be prepared to meet in person, for subsequent negotiations regarding timelines, budget line items and contract language negotiations.
- I. N.P.D. shall notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.

#### 4. Submission Requirements

- A. Description of proposers' experience and capabilities in delivering the requested goods and services to government or law-enforcement agencies. Delivery to law enforcement agencies should be emphasized.
- B. Provide insight describing the certification and work experience for the key staff is responsible to provide the requested goods and services to the N.P.D. Please include specialization of the key staff.
- C. Description of proposer's service offerings. Including technical support services such as managed services, implementation services, technical installation, warranty, configuration, and training A description of each, including the experience the proposer offers in these areas is required.
- D. Identify from what location the proposer will provide the goods and service to the N.P.D.
- E. The proposer must include a project schedule display, highlighting each required task for the services with an estimated start and completion time in days from contract award date to turn over to the Navajo Nation. The start date should be considered day one, from the awarding of a contract to day "x" to signify the turn over date.
- F. Description of the systems and mechanisms that will be established to ensure timeliness of response to the N.P.D. and quality communication during and following the project. This should include a description of systems and mechanisms that would be established for status reporting during the project.
- G. Proposer must include a list of three (3) commercial references that can be used as references with a similar install as identified under the Scope of Work. Selected references may be contacted to determine the quality of work and services provided.
- H. If claiming priority status under the Navajo Nation Business Opportunity Act, it is the responsibility of the proposer to identify themselves as certified under the Act by including a current copy of their certification in their response.

- I. In a sealed envelope attached to your submission, provide a proposed bid for the project based on the Scope of Work as outlined in the proposal. Please include a breakdown of each line item. Ensure your bid includes the Navajo Nation 6% sales tax.
  - a. Navajo Nation Sales Tax at 6%. Must be included in the proposal for those services and labor done on the Navajo Nation. Any other tax for services and labor done on the Navajo Nation are restricted.
  - b. Services completed OFF the Navajo Nation must not have the Navajo Nation tax.
  - c. Travel hours and travel costs shall not be taxed if it occurs on the Navajo Nation.
- J. A completed W-9 Form (Exhibit B).
- K. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C).
- L. Describe your preference for method of payment and your procedures for billing and other account requirements.
- M. COSTS: Provide a proposed fee for the project based on the scope of work as outlined in the proposal. The fee should include the following:
  - a. Base fee for the goods and services outlined in scope of work.
  - b. Define any additional or variable charges that would be in addition to the base fee.
- N. The selected proposer shall be prepared to submit an electronic Microsoft Word copy of their proposal to facilitate the preparation of the subsequent Professional Service Contract.

## 5. Selection Criteria

The N.P.D. shall use the following criteria in its evaluation in comparison the proposal submitted. The order in which they appear is not intended to indicate the relative importance.

CRITERIA	WEIGHT GIVEN
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposer that will demonstrate the quality of services.	30 POINTS
2. Price.	50 POINTS
3. Ability to deliver goods and services as outlined by September 31, 2022.	10 POINTS
3. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the Proposer.	10 POINTS
<b>TOTAL CRITERIA WEIGHT</b>	100 POINTS

## 6. Terms and Conditions

- A. Nothing in the RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo

Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.

- B. The Navajo Nation is a sovereign government and all contracts entered into as a result of the RFP shall comply with Navajo Nation laws, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules and regulations.
- C. The N.P.D. reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- D. The N.P.D. reserves the right to request clarification of information submitted, and to request additional information from the proposer.
- E. The information submitted will be analyzed and may be shared internally, prepared reports, as appropriate and at the N.P.D.'s discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The N.P.D. reserves the right to use any nonproprietary information. No basis for claims against the N.P.D. shall arise as a result of a response to this RFP for the N.P.D.'s use of such information.
- F. The N.P.D. reserves the right to award all or a portion of the required goods and services to more than one qualified proposer at the N.P.D.'s sole discretion.
- G. The contract resulting from acceptance of the proposal by the N.P.D. shall be uniformly supplied or approved by the Navajo Nation and shall reflect the specifications in this RFP. The sample Professional Service Contract of the Navajo Nation is attached as Exhibit D for informational purposes. If a proposer has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the proposer will be deemed to have accepted the form of the contract. The N.P.D. will not consider changes to its indemnification and insurance requirements. The sample contract is meant for you to provide the opportunity to note exceptions and or amendments.
- H. After preliminary selection and prior to contract award, the N.P.D. will meet with the proposer to review procedures for invoicing, payments, reporting, if any, and monitoring contract performance.
- I. It is the intent of N.P.D. to execute this purchase using a Navajo Nation Purchase Order. The terms and conditions are attached as **Exhibit A**.
- J. The N.P.D. shall not be responsible for any cost incurred by the proposer preparing, submitting or presenting its response to this RFP.
- K. The N.P.D. reserves the right to perform unannounced site visits and interviews staff and management prior to selection to determine, among other things if needed:
  - a. customer service responsiveness;
  - b. organization and operation efficiency; and
  - c. response time.
- L. All equipment components will be shipped FOB to the Navajo Police Department.

Navajo Nation Property & Supply Warehouse  
Building No. 2639  
Industrial Park-Fort Defiance, Arizona  
Fort Defiance, AZ 86504

- M. All equipment installation will take place at the following address:

Navajo Police Department  
Quality Inn Office Complex,  
Suite 212 (2nd Floor)  
Window Rock, AZ 86515

## 7. Compensation

- A. Provide specifics as to definitions of routine versus nonroutine task, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- B. Itemized billing shall be submitted upon completion containing information specified by the N.P.D. that shall be described in the executed Professional Service Contract with the selected proposer.
- C. Payment by the N.P.D. for the identified goods and services will only be made after the identified goods and services have been delivered and accepted by authorized N.P.D. representatives. This includes all pertinent documents, including invoice and acceptance of the goods and services according to specifications.
- D. Present detailed information for the identified goods and services, inclusive Navajo Nation sales tax of 6% [24 NNC § 201 et cetera]. The Navajo Nation will not apply any other tax associated to this purchase.
  - a. In the event of your specific questions regarding the applicability of this tax, please contact the Office of the Navajo Tax Commission, compliance department at 928-871- 6681.
- E. The Navajo Nation require that all of its vendors have a Department of the Treasury Internal Revenue Service Form W-9 on file with the Navajo Nation to accommodate payment.
- F. The vendors W-9 address must be reflecting on the vendors' addresses.
- G. The successful proposer must align their invoice to the exact verbiage contained on the purchase order reflecting goods purchases.
- H. The total and all-inclusive cost of all the specified elements should be identified as a single item.

## 8. Proposal Price

- I. The Navajo Nation requires the proposal to include a sealed bid price. Failure to do so will result in a "non-responsive" classification and rejected. A description of what shall be required in the sealed bid price is in Section 4 of the scope of service.
- J. The payment procedures established by the Division of Finance/OOC shall be adhere to and are to begin whenever Goods are delivered and accepted

## 9. License Requirement

- K. The proposer must be licensed on the Navajo Nation in performing the goods and services on the Nation or they must be licensed in the state where the goods and services will be provided.
- L. The Navajo Nation shall require the proposer to provide evidence of appropriate professional liability insurance as recommended and verified by the Navajo Nation Risk Management Program for the entire term of the contract. The insurance coverage shall name the Navajo Nation as an additional insured. Proof of such insurance must be attached. Refer to the attached sample professional service contract § 20 Insurance Coverage.
  - a. In the event of your specific questions regarding the insurance coverage requirements, please contact the Risk Management Program at 928-871-6335.

## 10. Scope of Work

Refer to Exhibit A

### Exhibit A

#### Scope of Work and Service

##### 1. Purpose

The purpose of this Agreement is to formalize the acquisition and ongoing service of 150 body-worn cameras (hereafter "Devices") for the Navajo Police Department under a five (5) year program, inclusive of full technical support, evidence management software, and a hardware refresh in Year 2 or 3.

##### 2. Scope of Services

Shall provide the following:

###### a. Equipment & Setup

- 150 body-worn cameras
  - 160-degree field of view
  - Battery able to last an entire 12-hour shift
  - 120 Second Buffering Period to record footage before pressing the record button
  - Auto Tagging Footage
  - Multiple options for accessories such as additional camera mounts for helmets, belts etc.
  - Ease of use tagging of footage
  - Artificial Intelligence Report Writing System
- Mounts
  - 150 Chest Mounts
  - 150 eye glass mounts
  - 150 Belt Mounts
  - 50 arc rail mounts
  - 50 Helmet Mounts
  - 50 shoulder Mounts
- charging docks
  - Automated docking stations that upload to a server
- data transfer accessories
- Initial deployment assistance and setup

###### b. Software Access

- A cloud storage and management system
- 160 software user licenses
- Access to redaction, audit, sharing, and case management tools

- Cell phone app access to view and tag footage

c. Support & Maintenance

- 24/7 Customer Support
- Automatic firmware/software updates
- Equipment replacement under warranty

d. Hardware Refresh

- In Year 3, all 150 Devices shall be replaced with the most current body camera model at no additional cost.
- Support and licensing shall continue seamlessly through Year 5.

**3. Term**

This Agreement is valid for five (5) years, beginning on June 1, 2025, and expiring on May 31, 2030, unless terminated under the provisions of Section 7.

**4. Payment Terms**

The total cost of the 5-year program shall be payable up front.

Pricing includes equipment, software, training, refresh, and technical support.

**5. Training**

The bidder will provide the following training:

- On-site or virtual onboarding for officers and administrators
- Refresher training during Year 2 or 3 hardware refresh
- Unlimited access to web based training

**6. Data Ownership and Security**

- All footage and data collected with Devices remain the sole property of the Navajo Police Department.
- The bidder will maintain CJIS-compliant data encryption and secure access protocols.
- Data retention policies shall be defined and controlled by the Department.

**7. Termination**

This Agreement may be terminated by either party with sixty (60) days' written notice for:

- Breach of contract
- Failure to perform
- Mutual written agreement

Upon termination, devices shall be returned or deactivated, and billing will be reconciled to date of service.

**8. Dispute Resolution**

In the event of a dispute, both parties shall first seek resolution through direct negotiation. If unresolved, mediation will be pursued under Navajo Nation jurisdiction.

**9. Governing Law**

This Agreement shall be governed by and interpreted under the laws and regulations of the Navajo Nation including Navajo Nation Privacy Act.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings. Modifications must be in writing and signed by both parties.

# **EXHIBIT B**

## **FORM W-9**

**(Rev. 03/2024)**



# **EXHIBIT C**

## **Debarment and Suspension**

**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

# **EXHIBIT D**

## **SAMPLE**

### **Professional Service Contract**

NOTE: This sample contract has its own Exhibits. These are not the exhibits referenced in the RFP announcement.

Do not attempt to fill this contract out. Provided to fulfill VI.E of the RFP.



## SERVICES CONTRACT

### ATTACHMENT A- Mutual Promises and Agreements

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

### SIGNATURES OF THE CONTRACT

**For the Consultant:**

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

**For The Navajo Nation:**

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

**SERVICES CONTRACT**

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

FIRM NAME

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ADDRESS

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TELEPHONE NO.

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**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:		\$ _____ <u>0.00</u>

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

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

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

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

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

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

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

ADDRESS \_\_\_\_\_

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

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

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

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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