

**REQUEST FOR PROPOSAL NAVAJO  
DIVISION OF PUBLIC SAFETY  
PSAP HARDWARE/SOFTWARE  
BID NUMBER: 24-01-3210GC**

**1. PURPOSE OF REQUEST**

The Navajo Nation through its agent, the Navajo Division of Public Safety (Navajo Nation, Nation, NDPS used interchangeably throughout), seeks proposals from qualified vendors to furnish and install equipment, accessories, hardware, software, labor, maintenance, training, and materials necessary for two fully functional PSAP I NG911 i3 capable call handling systems, radio consoles and interconnects, and logging recorder systems. The two PSAPs will be located in Kayenta, AZ, and Ya-ta-hey, NM with a data center located in Shiprock, NM.

**2. TIME SCHEDULE**

The NDPS intends to follow this process and timetable, resulting in the selection of a vendor. At the NDPS's discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

<b>RFP Issued</b>	January 12, 2024
<b>Deadline for Submittal of Proposal by 5:00PM(MST)</b>	January 29, 2024
<b>Evaluation and intent to select proposal</b>	January 29 – February 2, 2024
<b>Notice of conditional selection and initiate award process (tentative date)</b>	February 2, 2024
<b>Award of contract by the Navajo Nation (tentative date)</b>	April 2, 2024

**3. GENERAL INSTRUCTIONS FOR PROPOSERS**

- a. The Purchasing Service Department of the Navajo Nation Office of the Controller receives all proposals on behalf of the NDPS.

Delivery: Grace Coan, Buyer  
Purchasing Service Department  
Admin Building One  
Window Rock Boulevard Window  
Rock, AZ 86515

Mailing: Grace Coan, Buyer  
Purchasing Service  
Department Post Office  
Box 3150  
Window Rock, AZ 86515

- b. Any questions or inquiries regarding this solicitation should be directed to

Sandra Davison, MTM Solutions  
[sandra@mtmsolutions.org](mailto:sandra@mtmsolutions.org)

Keri Schrock, MTM Solutions  
[keri@mtmsolutions.org](mailto:keri@mtmsolutions.org)

- c. On the exterior of the delivery method, the proposer must ensure their business name is clearly visible. If asserting Priority status, the proposer shall visibly mark their status, ranking and certification number on the exterior of the delivery method. All proposals shall clearly mark the following on the packet: **"PSAP HARDWARE/SOFTWARE 24-01-3210GC."**
- d. Proposals must be received by 5:00PM Mountain on January 29, 2024. Proposals will not be accepted after this deadline. **Three (3) copies of the proposal plus one USB of the completed proposal must be enclosed in the sealed delivery method. No facsimile, electronic or telephone proposals will be accepted.**
- e. Proposals should be prepared simply and economically, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of the request. Special bindings, colored displays, glossy paper, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

4. Contents of Proposal Submittal

- a. A signed proposal by the representative who has the authority to sign.
- b. A completed W-9 Form (See Form at RFP - Exhibit B)
- c. A completed Navajo Nation Certification Regarding Debarment and Suspension Form (See Form at RFP - Exhibit C).
- d. Describe systems and mechanisms that would be established to ensure timeliness of response to staff and good communication for status reporting during and following the project.

- e. For Navajo Nation tax purposes, identify the business home base of where services will be provided from.
- f. Company name, address, direct contact information of the primary and secondary representatives, and years of experience providing the scope of services described in RFP – Exhibit A. Please also provide the Proposer's principal signer(s)' experience providing the scope of services described in RFP – Exhibit A. For each category please quantify the anticipated percentage of time the persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project as described in RFP – Exhibit A is preferred and will be given greater weight.
- g. List three references that NDPS may contact that have received similar services as outlined in the scope of service and can provide a positive reference to successful completion of work and services rendered. Please provide the name, title, program, email, and phone number, for each reference. Tribal governmental entity references are preferred and will be given greater weight.
- h. Proposers must identify their experience with previous projects in similar circumstances and geographic areas as outlined in the scope of service. Relevant tribal governmental entity experience is preferred and will be given greater weight.
- i. Proposers must identify any projects performed for the Navajo Nation specific to the identified scope of work in RFP – Exhibit A
- j. Describe the experience, education, licensures, and certifications of key staff of the proposed team that will achieve the Project objectives. Ensure the proposal packet includes proof/substantiation verifying experience, education, licensures and certifications. Please outline each key team member's areas of specialization and expertise, as well as their expected role in this Project. Please quantify the anticipated percentage of time each key team member will contribute to the overall Project. The Proposer should clearly establish how the qualifications of the key team members will allow Navajo Nation to achieve the desired outcomes in an efficient and economic manner. NDPS reserves the right to do its own due diligence in verifying the information provided. Experience serving tribal governmental entities is preferred and will be given greater weight.
- k. Describe the method and process for quality assurance and control measures to be used to ensure the desired outcomes of the Navajo Nation are achieved. Proposers must establish that they will meet

the Project completion date identified in RFP – Exhibit A and will make every effort to identify and successfully complete critical path items as well as plan ahead for and mitigate supply chain and other delays, notwithstanding Force Majeure events.

- I. The proposer must submit a statement indicating they accept the terms of the supplied Contract (See Form RFP - Exhibit D). If they do not, the proposer must submit their exceptions to the terms of the sample contract with the proposal. A proposal in which the proposer attempts to impose conditions that would modify the requirements of the solicitation or limit the proposer's liability to the Navajo Nation shall be rejected as non-responsive.

## 5. SELECTION CRITERIA

- a. The goal of Bid Evaluation is to select a responsible vendor that is the most responsive and best serves the needs of the Navajo Nation which include adherence to the Navajo Nation Business Opportunity Act, the Navajo Nation Preference in Employment Act, other applicable laws of the Navajo Nation and providing the Procuring Party with a reasonable price that is equal to or below the Maximum Feasible Cost for the Services requested with such Services completed by the specified milestone and end dates. The lowest cost alone may not always best serve the needs of the Navajo Nation.
- b. The NDPS shall use the criteria outlined in RFP - Exhibit E in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.
- c. The criteria reflect the terms and conditions of the RFP and the Scope of Service. Criteria are not written verbatim but are summaries of the full text found in the terms and conditions of the RFP and the Scope of Service.

## 6. SCOPE OF SERVICE

The scope of work to be covered is attached herein as RFP - Exhibit A.

## 7. TERMS AND CONDITIONS

- a. The liability of the Navajo Nation under a contract formed from this solicitation 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 this Contract.
- b. Proposers must visibly mark their status as a vendor certified under

the Navajo Nation Business Opportunity Act on the outside of the bid package, including their Priority ranking. It is the responsibility of the proposer to identify themselves as certified under the Navajo Nation Business Opportunity Act.

- c. Proposers must visibly mark as "Proprietary" each part of their proposal which they consider to be proprietary information. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NPD's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NDPS reserves the right to use any non-proprietary information. No basis for claims against the NDPS shall arise as a result of a response to this RFP or from the NDPS's use of such information.
- d. The Navajo Nation is not bound to enter a contract under the solicitation and may issue a subsequent solicitation for the same services.
- e. Nothing in the solicitation 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.
- f. The Navajo Nation is a sovereign government and all contracts entered into as a result of the solicitation shall comply with Navajo Nation Law, rules and regulations, including but not limited to the Navajo Preference in Employment Act and applicable federal laws, rules, and regulations.
- g. The Navajo Nation reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- h. The Navajo Nation reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- i. The NDPS reserves the right to award all or a portion of the required services to more than one qualified proposer at the NDPS's sole discretion.
- j. A proposal in which the proposer attempts to impose conditions which would modify requirements of the solicitation or limit the proposer's liability to the Navajo Nation shall be rejected as non-responsive.
- k. The contract resulting from acceptance of a proposal by the NDPS

shall be in a form supplied or approved by the NDPS and shall reflect the specifications in this solicitation. A sample contract is attached as RFP - 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 Agreement. The Navajo Nation will not consider any changes to the contract language regarding indemnification and insurance provided in RFP – Exhibit D.

- l. After preliminary selection and prior to contract award, the NDPS will meet with the Proposer to review procedures for invoicing, payment, reporting, and monitoring contract performance.
- m. The NDPS shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this solicitation.

#### 8. PROPOSAL PRICE/PAYMENT PROCEDURES

- a. The Navajo Nation **requires** the proposal to include a sealed bid price. Failure to do so **will result** in a “non-responsive” classification and the proposal will be rejected. Please also include the following:
  - Annual breakdown of cost allocation;
  - Cost/expense justification and analysis to substantiate proposed pricing; and
  - Please identify those items that are absolutely necessary to successful completion of the Project and the corresponding proposed pricing of those items. Please also identify all items that are optional and not necessary to successful completion of the Project and the corresponding proposed pricing of those items.
- b. Please refer to the Office of the Navajo Tax Commission at 928-871-6683 or their website at <http://www.tax.navajo-nsn.gov/> for additional information or guidance on what requires the Navajo Nation sales tax.
- c. Payment by the NDPS for the services will only be made after the services have been performed and accepted by authorized NDPS representatives. Itemized billing shall be submitted upon establishing submission tables.
- d. Describe your preference for method of payment and your procedure for billing and any other account requirements.
- e. The payment procedures established by the Division of Finance/OOC shall be adhered to and are to begin whenever goods are delivered

and/or services performed.

9. BUSINESS LICENSE & INSURANCE REQUIREMENTS

- a. Proposer's business must be licensed on the Navajo Nation if performing the services on the Nation OR it must be licensed in the state where the service will be provided. Please refer to the Navajo Nation Corporation Act Title 5, Chapter 19. Additional information can be found at <http://www.navajobusiness.com/doingBusiness/Registration/NNCC/N NCC process.htm>
- b. Proposer must obtain and maintain adequate insurance coverage 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. For additional clarification, please contact the Navajo Nation Risk Management Program at 928-871-6335 or their website at <https://isd.navajo-nsn.gov/contactus.html>

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# EXHIBIT A



# Exhibit A

The Navajo Nation through its agent, the Navajo Division of Public Safety (NDPS), seeks proposals from qualified vendors to furnish and install equipment, accessories, hardware, software, labor, maintenance, training, and materials necessary for two fully functional PSAP I NG911 i3 capable call handling systems, radio consoles, remote connect and logging recorder systems. The two PSAPs will be located in Kayenta, AZ, and Ya-ta-hey, NM with a data center located in Shiprock, NM.

## 1. General Administrative Statements

- a. The NDPS currently maintains emergency communications through seven Secondary PSAPs across the Navajo Nation. NDPS intends to consolidate those seven into two new Primary PSAPs located in Arizona and New Mexico respectively.
- b. The total call volume for all seven dispatch centers in 2021 was 246,737.

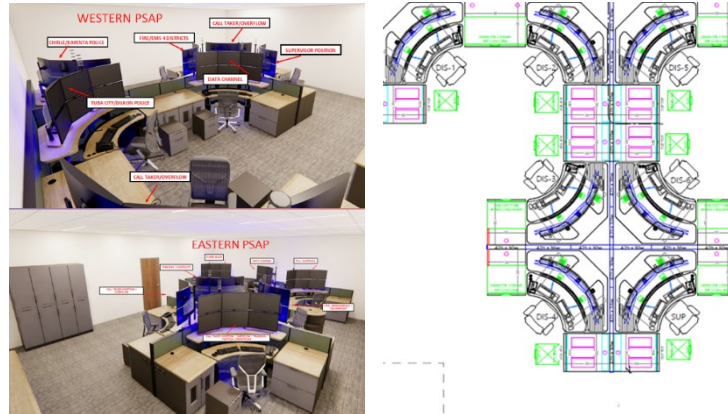
*Call volume information located in [Navajo PSAP Consolidation Feasibility Study](#)*

Calls for Service Totals -2021 (CD #s)	
District	Total
Window Rock	43,090
Shiprock	48,078
Crownpoint	43,902
Chinle	36,124
Tuba City	27,835
Kayenta	34,299
Dilkon	13,409
Total for Year	246,737

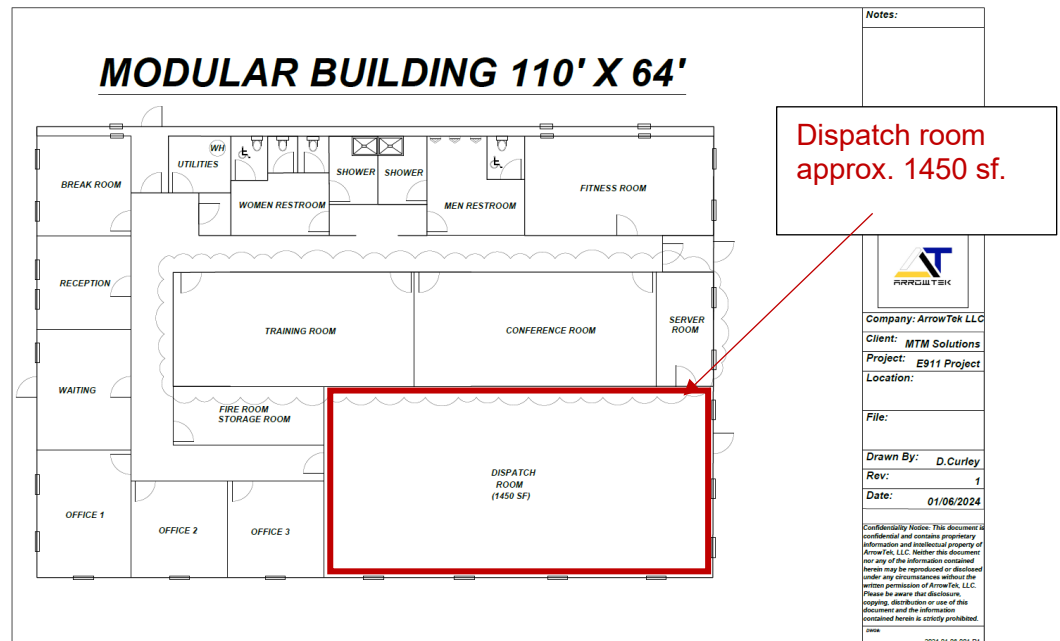
- c. Each consolidated PSAP will be housed in new modular buildings with approximately 1,450 square feet of space dedicated to the configuration of seven (7) individual answering point positions. Workstations will be utilized by emergency dispatchers, call-takers, and supervisors.
- d. A Tier III Data Center located in Shiprock; NM will serve as a co-location site for PSAP equipment.
- e. The vendor shall recommend the best solution for host and remote sites.

- f. An additional request for proposal is being released for Next Generation Core Services. The call handling equipment proposed must be NG911 capable.

*Sample console layout*



Sample building configuration only, adjustments may be made before floorplan finalization.



- g. The Navajo Nation has set **June 28, 2024**, as the last date to encumber allocated funds contained in **CJN-29-22** for this project. **The project must be completed, and encumbered allocations must be liquidated by August 30, 2026.** The proposer should prepare their submissions to ensure their active participation for the duration of the project timeline through August 30, 2026.
- h. Vendors have the ability to bid on all or only a portion of this RFP.

- i. Selected vendor will ensure product delivery to, and installation at the designated Data Center in Shiprock, NM and PSAP sites in Kayenta, AZ and Ya-Ta-Hey, NM based on NDPS timeline.
- j. Selected vendor must provide sufficient manpower (licensed and certified as applicable) and equipment to complete installations within the designated time frame(s).
- k. Selected vendor will provide initial configuration(s) as needed for all hardware functionality and controls.
- l. Selected vendor will demonstrate and confirm the operational status of all hardware and controls to designated NDPS personnel before acceptance of work completion.
- m. This project includes but is not limited to providing the following:
  - a. Project Management
  - b. Detailed Engineering Design
  - c. Competitive Pricing options (sale vs lease vs hosted or cloud solution)
  - d. Installation by Manufacturer Trained and Certified Technicians
  - e. Detailed System/Installation and Administration documentation
  - f. Post Installation debug
  - g. Manufacturer-approved end user and administration training
  - h. Documented Test and Acceptance procedures
  - i. Manufacturer Warranty
  - j. Maintenance by Manufacturer Trained and Certified Technicians
  - k. System Software Updates
  - l. Ensure Cyber Security
  - m. As-Built Documentation
  - n. 24x7 System Monitoring and Response

## 2. Supplemental Pricing Information

- a. Selected vendor must include the cost of individual components as line-item pricing to include applicable taxes and shipping.
- b. Sales tax of 6% shall apply to the total of goods purchased.
- c. Sales tax of 6% shall apply to any labor hours for work completed on the Navajo Nation.

- d. It is the responsibility of the proposer to document potential variability for the course of this solicitation forecast fluctuations that will impact your budgeting assumptions and mitigate any cost for shortfalls for this business model once the cost proposals have been agreed to for this solicitation.
- e. Selected vendor shall warranty hardware and labor for a period of three years from date of customer acceptance, or beneficial use and occupancy, whichever occurs first.
- f. Warranty shall cover all workstation components and include the cost of all labor, parts, shipping, and transportation.

### 3. System Objectives:

The objectives of the NG9-1-1 telecommunications system for the Vendor are as follows:

- a. Provide an answering point for all emergency NG911 calls
- b. Provide 14 call-taking positions
- c. Deploy a call-taking solution that is flexible enough to accommodate immediate or future plans for regionalization or consolidation
- d. Implement NG9-1-1 Call Detail Record solution
- e. Provide manual input of telephone numbers in case of ANI failure in order to receive Automatic Location Identification (ALI) display.
- f. Provide the fastest possible transfer of emergency calls to other agencies to be determined at the time of installation.
- g. Provide a description of any remote monitoring and response functionality. Additional descriptions for disaster recovery, patch management and virus protection offered by the vendor from a 24X7 service center are required.
- h. Provide an upgraded radio system that will interface with approximately 40 channels. (Description in Scope of Work B).
- i. Provide a remote connect system of frequencies from the seven dispatch centers to the new PSAPs.
- j. Provide a recording solution to capture all incoming and outgoing telephone and radio traffic.

#### a. Scope of Work A

##### **911 Call Handling System (NG911 Compatible)**

The vendor must be able to provide the following items:

#### i. SYSTEM ARCHITECT

The proposed system will provide full capacity call processing, defined as call from ingress to call taker positions during scheduled (fixes, updates and upgrades) or unscheduled (failure) outages.

The controller system shall be deployable at a single site (centralized model).

The proposed system shall support a distributed architecture and allow for

flexible rules-based call routing using different gateways in different locations. The system shall support the addition of gateways to meet this requirement.

The system can be deployable in a hosted and/or shared environment allowing the allocation of logical system resources, console layouts, notifications, reporting, and call-handling rules on a per-agency basis.

Proposed system must be expandable (without adding controllers) to accommodate future growth from current capacity. System expandability should support potential for regionalization of neighboring agencies without the necessity for multiple disparate controllers.

The vendor shall supply the following hardware/software required at each PSAP:

- a. Call-Taking Positions: 7 call-taking (14 total) positions.
- b. IP Trunk Interface for IP call delivery from the NGCS to the CPE.
- c. Administrative Lines: 6 admin lines (12 total) including 2 for non-emergent dispatch and 1 for field responders).
- d. Administrative Phone System Connectivity: The 9-1-1 system must have the capability to connect to an administrative phone system within the PSAP department via PRI or SIP, including admin VoIP phones/voicemail for offices, and integrate with PBX.

The system should be installed with adequate processor and hardware for growth.

The system shall support the deployment of remote sites and call-taking positions over an IP network.

The system shall support full call answering and supervisor call answering/monitoring functionality.

The system shall provide a virtualized environment allowing the deployment and operation of multiple applications on the same virtualized 2 servers.

The solution shall align with the applicable NENA i3 standards.

The system shall provide an upgrade path to emerging and new NG911 i3 capabilities utilizing component upgrades, if required, instead of hardware replacement.

## ii. SYSTEM FEATURES

The system must provide call-handling capabilities to support or exceed the traffic requirements specified herein. Please state the call processing capabilities of the proposed system.

### iii. LINE AND TRUNK INTERFACES

Required Interfaces:

- a. IP Trunk interface for IP calls received from NGCS and transfers out to the network.
- b. 3 seven-digit non-emergency lines (referred to as admin lines)
- c. Admin lines via PRI or SIP
- d. Integration of PBX
- e. IP voice with vendor selected provider

### iv. CAD Interfacing

The system shall provide interface to multiple CAD servers using a standard NENA CAD spill over serial port or optionally via layer 3 IP network.

The system shall provide the allocation of up to 99 CAD groups to be assigned on a per position basis so that the CAD spill can be directed to the appropriate CAD port.

The system shall provide an optional CAD spill update when ALI is rebid.

The system shall be configurable to spill the ALI record and the TTY conversation text for TTY calls to the CAD server.

### v. Contact Management and Dialing

The system shall support the creation of up to 50 contact lists for dialing, with each contact list assignable based on the role or agency of the users.

The system shall provide the ability to assign any contacts to a group to be used by an agent for selective transfer based on the ESN. The contacts associated to a caller's ESN can then be accessed with one click of the mouse or button.

The system shall support dialing rules based on different contexts including the line type and the state of the console.

A contact's dialing instructions can be programmed to also include call control commands such as transfer and conference.

The system shall support the ability to import and/or export the contact list data utilizing CSV and/or text format.

### vi. Multi-Agency Support Features

The system shall support the creation of multiple agencies in the system allowing

the allocation of lines, agent roles, phone groups, and screen layouts on a per agency basis.

Abandoned calls for a specific agency shall be presented only to agents logged in to that agency.

System and local held calls shall only be visible within the defined agency of the agent that put the call on hold.

Incorrect Location Report shall be generated, printed and reported on a per agency basis to a destination specific to each agency.

#### vii. User Role-Based Login

The system shall provide the ability to assign multiple roles to an agent.

An agent can be assigned roles from different agencies allowing the agent to answer calls from any agency at any position in the system.

The role shall be associated with a specific agency ID, line mapping, permissions, all possible user configurations, console user interface layout, contact list and audible alerts to be chosen by the user at login to any workstation.

An agent shall be able to choose any of their assigned roles during their login with the ability to quickly login with their default role.

#### viii. Call Taking Positions

The vendor shall provide 14 total call-taking positions at PSAPs monitors (recommended size) for phones and mapping.

The call-taking position equipment shall utilize mostly Commercial-Off-The-Shelf (COTS) components.

#### ix. Equipment Spares

The vendor shall provide an option for recommended system spares and listing of spares equipment.

#### x. User Interface Configurability

The call-taking console shall permit customization of the user interface, including window and button layout, window sizes, control element sizes and properties, font size, and types on a per-console UI layout basis.

The console shall support the assignment of one or multiple console UI layouts and configurations based on the call-taker role within an agency.

The console shall provide a window showing all agents logged currently into the agency including their name, the name of their position, their current role and the name of the line if they are on a call.

#### xi. Voice Call Appearances

The system shall present calls arriving via the shared In Calls appearance resource when mapped to the console position screen layout.

The console shall provide the ability to include a shared call appearance resource for any inbound line or trunk of the system that will show the status of the line, pre-answer ALI of the caller, ability to pick up that line or join the call.

The console shall provide pre-answer ANI and ALI to any emergency shared call appearance.

The console shall provide the ability to include a multi-call appearance that queues multiple calls from assigned line groups and rings multiple positions.

The multi-call appearance, if mapped to the current console UI layout, shall indicate the number of calls queued on that appearance as well as the waiting time for the oldest call.

#### xii. Call Control

The console shall provide the ability for a call taker to answer incoming calls via the In-Call appearance resource, pick up a call on any line appearance or multi-call appearance configured on its current console UI layout.

The console shall provide the ability to perform a conference, or transfer to any contact in the contact list with a single click.

The console shall provide the ability to perform a supervised transfer, a blind transfer, or a supervised blind transfer.

The console shall provide the ability to put a call on local hold, where only the agent who put the call on hold can retrieve the call, or on system hold, where any agent in the same agency can retrieve the call.

The console shall provide the ability for an agent to join a call on any of the shared line appearances configured on the console. When joining, the call taker that was initially on the call shall receive information that another agent has joined as well as the extension or console ID of the joining agent. This capability must be able to be enabled or disabled by a system administrator.

The console shall provide the ability to perform a no-hold conference where the existing parties on the call are not put on hold when conferencing in a new party.

The console shall support a conference with up to 6 parties on the call, including the call taker.

The console which initiated a conference call shall support the ability to remove all callers from the conference with a single mouse click, therefore ending the call.

The console shall support the ability to drop the last party added to the conference call.

A supervisor shall be able to initiate an observation session on an agent logged



in with a role the supervisor is allowed to monitor whereby the supervisor is silently connected to the agent's audio path. The supervisor can listen in on the call and optionally barge into the call and establish a two-way audio path with all participants in that call.

The observe function can be silent providing no indication that an agent is being monitored or can be configured to provide a notification tone to notify the agent of the observation in progress.

The console shall feature a recent calls window with three tabs to allow single-click callback of calls by location, or by inbound or outbound recent call history. Additionally, these recent calls windows shall have column sort and search features.

#### xiii. Call Information Display

The console shall provide the ability to display the Calling Party Number (CPN) and Automatic Location Identification (ALI) of an incoming 9-1-1 or emergency call before the call has been answered.

The console shall provide the ability to configure automatic ALI rebids of the call-in progress and update the ALI in the call information display. Automatic ALI rebids must be configurable in frequency and quantity on a per carrier basis.

The console shall provide the ability to perform a manual ALI request whereby the agent enters a phone number and the system performs an ALI query and displays the results on the console. This manual ALI query can be performed while the agent is idle or on a call. Manual ALI requests must be able to be enabled or disabled in order to comply with local law.

The Manual ALI request capability can be enabled on a per role basis.

The console shall support the selective display of ALI for past recent calls.

The console shall support the search of specific ALI information for past recent calls.

The console shall support the ability to print ALI information.

#### xiv. Dialing

The console shall provide a user interface where contacts can be displayed in an array of buttons for one-click dialing.

Multiple layers of these buttons can be organized such that a call taker shall be able to navigate to the appropriate contact button for dialing.

The console shall also provide a search capability of all contacts whereby the search results are narrowed and displayed as the agent enters characters in the search field.

The search capability shall provide a simple search of the contact name or an advanced search where the agent can enter additional search criteria for other

fields in the contact record.

The system shall provide a list of recent incoming and outgoing calls for up to the last 100 calls. The list shall show detailed information about inbound calls including the date and time, CPN, incoming circuit, ALI and ESN.

The console shall provide a one button callback of the most recent emergency call.

The console shall provide a one button redial of the last outgoing call.

#### xv. Abandoned Call Handling

The console shall provide the ability to notify the agent of any abandoned calls. The notification shall be in the form of a visual indicator showing the quantity of abandoned calls as well as an audible indicator specific to abandoned calls.

The console shall provide the ability to automatically distribute the callback of the abandoned calls to individual agent positions.

The console shall provide the ability to allow agents to selectively perform callback of abandoned call from the agency's abandoned call list.

The console shall provide the ability to automate the abandoned call back process. The console shall automatically return abandoned calls and give the caller options to route the call to an available agent and/or to opt out if there is no emergency to report. This scenario should take place without call taker intervention in order to save time on manual abandoned callbacks.

#### xvi. Audio and IO Management

The console shall provide an audio management device allowing the connection of up to three headsets, a long-term recorder, a radio console call director and auxiliary audio inputs.

The auxiliary audio inputs shall provide the ability to be automatically activated when the console is idle and disabled when the console is active in a call.

The console shall provide the ability to individually control the volume of each headset, the IRR playback and the auxiliary audio input ports.

The console shall provide the ability to manually mute attached headset microphones individually or all simultaneously at the click of one button.

#### xvii. Hearing and Speech Impaired Communication (TTY)

An integrated TTY detection and conversation capability shall be available for every console.

The console shall support both Baudot and ASCII encoding and decoding.

The console shall be able to detect the encoding to be used for the TTY conversation.

The console shall provide the ability to program an automated TTY answering string.

The console shall support unlimited pre-programmed configurable TTY messages.

The console shall support transferring and conferencing of TTY calls.

The console shall support multiple voice modes such as Hearing Carry Over and Voice Carry Over.

The TTY conversations shall be included in CDR and CAD spills.

#### xviii. System Monitoring and Administration

The system shall allow supervisors and/or call-takers to view real time, concise ALI information of all 9-1-1 calls in queue at the PSAP. The system shall be equipped with a monitoring capability that can be located with the central communications equipment or in a remote location.

Most server maintenance and administration functions shall be accessed via a browser-based application. Core critical (OS and VM) systems shall be securely accessed locally.

#### xix. Instant Recall Recording Functions

The proposed system must have the ability to record both telephony and radio audio. Recording shall be available for playback during or after a call.

The recording application will feature variable speed playback feature and automatic pitch correction.

The recording application features a slider to allow the user to select a playback point anywhere within the recording. At any position the slider will indicate the time from the start of the call and the time to the end of the call.

The recording application shall have the ability for the call takers to create custom tags for recordings that will be time stamped.

The recording application shall provide the ability for the call takers to add notes to a date and time-stamped attachment to a recording.

The recording application must have a feature which allows users to lock recordings to insure they will not be deleted. The locked recording must remain available until unlocked.

#### xx. Management and Recording

The Bidder shall provide a comprehensive Management and Reporting solution which will provide PSAP management and other authorized personnel historical information. It shall be user customizable and capable of generating reports for varying time periods and shall be able to auto-schedule the generation of predefined

reports.

In addition to static reporting capabilities, the MIS solution should provide a dynamic reporting capacity with would allow for custom groups, filters and unique totals for defined reports.

The MIS solution should have traditional management and reporting capabilities as are industry standard but should also be forward focused and have an enterprise capability.

The MIS solution must be capable of the following:

State-of-the-art technology shall be used for the MIS solution. Describe what technology is used.

Provide a Call Management Information Application that will track the incoming calls and provide the PSAP management personnel with information and pre-defined management reports.

Provide automatic data purge after certain thresholds have been met. Please explain,

Please provide a description of the standard reports available with this MIS system option.

The MIS application shall be server based and allow user access via a browser application.

The MIS system shall be designed to be highly reliable and protect data security and integrity.

The MIS system shall support SMS call session reporting.

The MIS solution application shall support exporting of reports to excel and/or PDF.

#### xxi. Mapping Application

The desired mapping solution must provide advanced features that enhance the call taking capabilities of the 9-1-1 call handling solution and CAD dispatch systems. Detailed requirements are as follows:

- The mapping solution shall be scalable to fit local jurisdiction needs.
- The mapping solution must have the ability to integrate with enhanced location technology such as RapidSoS or Caller Location Query in order to narrow down the location of the caller.
- The mapping solution shall support automatic zoom to current event.
- The mapping solution shall integrate seamlessly with the proposed ANI/ALI controller CPE system so that both can cohabitate on the call handling workstation and receive ALI directly via IP and/or NENA

standard serial connection from the telephony application.

- The mapping solution must display wireless and wire-line caller locations using different icons based on configurable "classes of services". It shall also differentiate between "types" of calls (landline, wireless, VoIP).
- The mapping solution shall plot and display latitude and longitude (X and Y) coordinates transmitted by wireless service providers.
- The mapping solution must display the confidence zone around the Phase II call coordinates.
- The mapping solution shall identify older wireless icons when PSAP rebids the same wireless caller which will show the wireless device as it moves such as via breadcrumbs.
- The mapping solution shall be displayed on a separate 22" monitor or in a browser on the 9-1-1 call handling application.
- Vendor shall identify their mapping solution that will intergrade with the 9-1-1 solution. Please identify mapping standard such as an Esri or URL based solutions. NPD desires the vendor to identify the advantages of your solution and identify disadvantages of other standards that you feel we should be made aware of.
- The mapping solution must use current Geographic Information System (GIS) data formats, notably Esri or URL geodatabases, in addition to shape files.
- The mapping solution must have the ability to integrate local GIS data and internet resources such as ArcGIS World maps and imagery.
- The mapping solution must use current Esri or URL "Address Locators" for geocoding locations.
- The mapping solution must have basic map navigation features including (pan and zoom) within the application. In addition, "previous" and "next" views shall be available, which allow the Agent to return to map extents viewed previously.
- The mapping solution shall provide interactive tools such as measuring area and distance.
- The mapping solution shall provide intuitive searches with minimal clicks.
- The mapping solution shall allow the Agent to look up an address, street, intersection, or points of interest and search all available GIS datasets for a match.

#### xxii. Display Clock

Time synchronized wall clock for each of the PSAPs.

Optional pricing requested for Admin Phone System

Please include an option for an administrative phone (PBX type system) capable of integrating with the call-handling equipment. \* *Estimates must clearly be identified as 'Optional item proposal'*

**b. Scope of Work B**  
**Distributed and Redundant Radio Console System**  
**Radio Connectivity**

Radio Console Positions

- i. The new radio dispatch console positions for the new PSAP's will meet the current and future needs of the Navajo Nation. The system must meet P25 standards and be capable of handling multiple radio types and interfaces. Initially the radio dispatch console will connect to the existing radio infrastructure which is described in another section of this RFP for remote connectivity.
- ii. Vendors will propose a dispatch console solution capable of supporting a minimum of 14 dispatch positions and a minimum of 40 channels. These positions will be divided into 2 PSAP's at separate locations and they can access the same resources at all radio positions.
- iii. The consoles should provide adequate line inputs to support current interfaces with expansion capability for future growth.
- iv. The dispatch positions should be equipped with touch screen monitors to allow touch screen operation.
- v. Dispatch screen shall be configured to meet customer specifications.
- vi. All necessary wiring and interfaces to existing radio console resources shall be the responsibility of the vendor.
- vii. Electrical power supply and surge protection for the console shall be provided by the vendor.
- viii. Vendor will ensure all equipment being installed is grounded according to manufacturer and industry recommendations and guidelines. Conduct a ground system test to ensure the grounding system is functioning properly before utilizing it.
- ix. Provide documentation for installation, operating and maintenance for each component of the system. Documentation shall include user manuals, maintenance manuals, parts list, of the equipment necessary for the continued and proper preventative maintenance and repair.
- x. System must be fully tested before becoming operational and staffed.

- xi. Training on all system functions must be provided by the vendor prior to acceptance of the system. Training must include sufficient information and experience to familiarize personnel with all system functions, features, and operations. Implement a train-the-trainer plan for PSAP administrators and supervisors.
- xii. Vendors will include training curriculum and materials for dispatchers, supervisors, and training coordinators.

#### Hardware Console Peripherals

- xiii. Speakers

The console speakers shall be individual, stackable units with a single cable providing audio and power from the IP media processor. Each speaker shall have an individual volume control. The speaker shall be configurable so the volume control cannot fully mute the speaker output. Each speaker shall feature a multi-colored LED to indicate power and receive audio activity.

- xiv. Headset Jack Box/Handsets/Headsets/Training Cords

The headset jack box shall be designed to mount under a desktop surface and accommodate headsets and handset devices with an industry standard tip/ring/sleeve plug. The jack box shall be equipped with a single Ethernet patch cable providing audio and power from the IP media processor. The jack box shall provide an industry standard PJ 327 dual tip/ring/sleeve jack supporting 4W and 6W (PTT) operation and a front panel earpiece volume control. The jack box shall provide an input for a hanger/hook-switch for use with handsets. Wireless headsets and wired handsets for fifty-six (56) staff should be included. Eight (8) training y-cords should be included.

- xv. PTT Footswitch

A rugged PTT footswitch with a non-skid weighted base shall be provided. The cable shall not require a proprietary connector to connect to the console position. When activated, the footswitch shall initiate a general PTT function on the selected endpoint.

- xvi. Desk Microphone

A desktop microphone with a weighted base shall be provided. The base shall incorporate a PTT button and a CTCSS button. The microphone position shall be adjustable to accommodate users of different heights. The microphone element shall connect to the base using an industry standard "XLR" connector, allowing compatible microphones of different lengths and types to be substituted.

- xvii. Dialer Keypad

The console shall support an external hardware keypad to use for telephone dialing. The keypad shall be a USB connected, COTS device. At a minimum, the keypad functions shall include 0-9, \*, #, Backspace, Dial, Release, and Recall Dial Tone.

**c. Scope of Work C**  
**Radio Connectivity**

The Navajo Nation through its agent, the Navajo Division of Public Safety (NDPS), seeks proposals from qualified vendors for a radio communications solution for a consolidation of dispatch centers. The Navajo Nation plans to implement next generation 911 and consolidate seven existing dispatch centers into two new 911 public safety answering points (PSAP's). The current dispatch centers reside in Chinle AZ, Dilkon AZ, Kayenta AZ, Tuba City AZ, Window Rock AZ, Shiprock NM, and Crownpoint NM. The new PSAP's will be located at Kayenta AZ and Ya-Ta-Hey NM. The current radio infrastructure will remain the same. This will require remote network connectivity from the new PSAP's to the existing centers. The existing centers have network connectivity. The current radio system is conventional VHF with base stations located at each dispatch center. The current dispatch centers utilize GAI-Tronics desk top radio console. Each center has its own coverage area and transmits from a base station through a local antenna to a remote repeater location to contact field units.



**Below is a representation of the several types of base stations being utilized by the centers.**





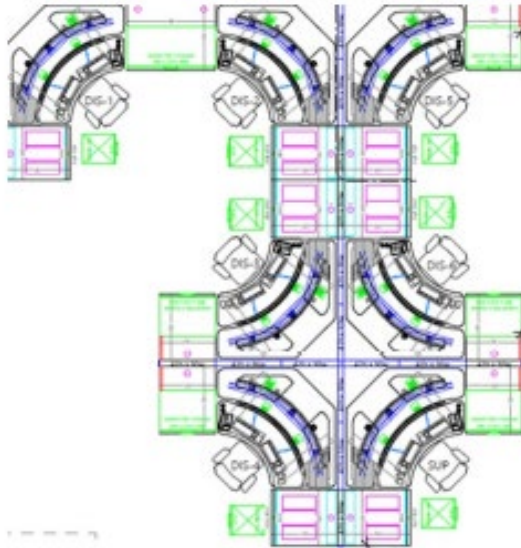
Current number of base stations listed at each dispatch center

<b>Chinle AZ</b>	<b>Crownpoint NM</b>	<b>Dilkon AZ</b>	<b>Kayenta AZ</b>
Yale Point	Dezza Bluff	Na-Ah-Te	Navajo Mountain
Little Black Spot	Torreon	Newberry	Black Mesa
Blue Gap	Tohajiilee	Dilkon local	Hunts Mesa
Rock Point	Alamo	Twin Arrows	Kayenta Local
Tsaile	Mt Powell	Navajo Station	
	Huerfano		
	La Mosca		
	NPD local		
<b>Shiprock NM</b>	<b>Tuba City AZ</b>	<b>Window Rock AZ</b>	
Roof Butte	Bitter Springs	Hunters Point	
Narbona Pass	Preston Mesa	Roberts Ranch	
Aneth	Tuba City local	Ganado	
Shiprock local	Navajo Mountain	Klagetoh	
		Piney Hill	
		Ft Defiance Hill	
		Rattlesnake	

The new PSAP's will be housed in new 1,450 square foot modular buildings. Each center will have 7 console positions with new radio consoles. The type of radio console is part

of this RFP and will accommodate any connectivity requirements for the radio network.

Sample console layout



The connectivity from the new PSAP's to the existing centers will be split into East and West. Both PSAP's will have the ability to back each other up in the event of an equipment or power failure or if an evacuation is required.

#### **New West PSAP**

##### **Kayenta Arizona**

<b>Chinle AZ</b>	<b>Dilkon AZ</b>	<b>Kayenta AZ</b>	<b>Tuba City AZ</b>
Yale Point	Na-Ah-Te	Navajo Mountain	Bitter Springs
Little Black Spot	Newberry	Black Mesa	Preston Mesa
Blue Gap	Dilkon local	Hunts Mesa	Tuba City local
Rock Point	Twin Arrows	Kayenta Local	Navajo Mountain
Tsaile	Navajo Station		

#### **New East PSAP**

##### **Ya-Ta-Hey New Mexico**

<b>Crownpoint NM</b>	<b>Shiprock NM</b>	<b>Window Rock AZ</b>
Dezza Bluff	Roof Butte	Hunters Point
Torreón	Narborna Pass	Roberts Ranch
Tohajiilee	Aneth	Ganado
Alamo	Shiprock local	Klagetoh
Mt Powell		Piney Hill
Huerfano		Ft Defiance Hill
La Mosca		Rattlesnake
NPD local		

**Navajo Nation will provide network connectivity for each location.**

**Vendor requirement**

- i. Provide a plan and description for the network design and how the new PSAP's will connect to the existing centers. This will include the two PSAP's being capable of sharing resources and accessing a single site or all the remote sites from all radio positions at each PSAP.
- ii. Provide network requirements and bandwidth needed for each center.
- iii. Provide and install all necessary equipment and make network connections to all sites for a turnkey solution.
- iv. Make provisions to connect to either tone control or direct control.
- v. Make provisions for 2 tone paging.
- vi. Provide a testing plan of all connectivity points to make sure the radios from all console positions provide the same functionality as they did prior to the installation.
- vii. Testing will include testing across all districts from each console position to field units.
- viii. Provide a plan on how the cutover will take place from the existing centers to the new locations with minimal downtime and how you plan to mitigate communications during the downtime.

**d. Scope of Work D**

**Logging/Archival Recorder Interfaces**

i. Recording Capabilities for each PSAP:

- a. Line and Frequency Support: The system shall accommodate the recording of consoles and/or endpoints for:
  - I. 9-1-1 wireless lines
  - II. 9-1-1 landlines
  - III. 12 admin lines
  - IV. 40 Radio Frequencies
- b. Recorder Compatibility: The system shall support both analog, text and IP recorders.

ii. Console Audio Output Configuration:

- a. Flexible Audio Source Selection: Consoles shall be configurable to output the following audio sources individually or mixed together:
  - I. Select and microphone audio
  - II. Unselect audio
  - III. Telephony audio
  - IV. Radio audio

iii. System Inclusions:

- a. Racks: The system shall include necessary equipment racks for the server room.
- b. Electrical Drawings: The vendor shall furnish stamped, engineered electrical drawings.
- c. Permits and Inspections: The vendor shall obtain required permits and schedule necessary inspections.
- d. Training: The vendor shall provide comprehensive training sessions for the new system.

iv. Additional Considerations:

- a. IP Circuit Recording: For NGCS IP circuits, recording shall be performed at the core. However, depending on the number of radio and admin lines, *additional logging recorders might be necessary at the core and remote locations.*
- b. T1 for Analog Circuits: The potential use of T1 for analog circuits shall be factored into planning.

## **Maintenance, Support and Training**

i. Maintenance

System Maintenance:

- a. Maintenance Options: Describe the available system maintenance options:
  - Types of maintenance plans offered (e.g., preventive, corrective)
  - Scope of services included in each plan
  - Costs associated with different maintenance plans

ii. Support

**On-Going Support Services:**

1. Staff and Management:

- a. Provide a description of the on-going support services team, including:
  - I. Personnel: Details of the team members responsible for software support, their roles, and qualifications.
  - II. Management: Structure of the support team and reporting hierarchy.

2. Services:

- a. Describe the specific services offered as part of ongoing support, including:
  - Software Patch Management:
    - a. Process for identifying, testing, and deploying software updates and patches for

both the operating system and application layers.

- b. Frequency of patch updates and vulnerability assessments.
- c. Communication and notification procedures for upcoming patches and potential service disruptions.

Software Virus Protection Services:

- d. Security measures and antivirus software employed to protect the system from virus intrusions.
- e. Procedures for virus detection, containment, and system restoration in the event of an attack.
- f. Backup and recovery strategies in case of data loss due to virus infection.

b. Disaster Recovery Services:

- a. Describe the disaster recovery services offered, considering varying levels of disaster severity (natural or man-made).
- b. Outline recovery plans and procedures for different scenarios (e.g., hardware failure, data loss, power outages).
- c. Specify data backup and replication strategies for ensuring system availability during disasters.
- d. Explain how the Vendor can tailor disaster recovery plans to meet the specific needs of agencies with different risk profiles.

3. Remote Monitoring and Support Services:

- Describe the Vendor's Network Operations Center (NOC) in detail, including:
- Location(s): Physical location(s) of the NOC facilities.
- Services Offered: Outline the specific remote monitoring and support services provided for the proposed equipment, including:
  - System performance monitoring and alerting.
  - Proactive issue identification and resolution.
  - Technical support availability and response times.
  - Reporting and communication of system health and maintenance activities.
  - Security: Describe the security measures implemented at the NOC to protect sensitive data and system integrity.

4. Staff and Management:

- a. Describe the team responsible for ongoing support services, including:
  - l. Roles and responsibilities of key personnel

- II. Management structure and oversight
- III. Qualifications and experience relevant to NG911 systems
- b. Services:
  - I. Outline the following ongoing support services provided:
- c. Software Patch Management:
  - I. Explain how the system will be maintained at an up-to-date status:
    - a. Patch deployment process and frequency
    - b. Testing and validation procedures for patches
- d. Communication plan for software updates

5. Software Virus Protection Services:

- a. Detail the system's virus protection strategies, including:
  - I. Type of antivirus software utilized
  - II. Proactive virus detection and scanning methods
  - III. Incident response procedures in case of virus intrusion
  - IV. Data recovery and system restoration practices

6. Disaster Recovery Services:

- a. Describe the disaster recovery services offered, catering to varying needs:
  - I. Data backup and replication strategies
  - II. System failover options and response times
  - III. Disaster recovery plans for diverse scenarios (natural disasters, cyberattacks)
  - IV. Testing and validation of disaster recovery procedures

iii. Training Services

Training for Call Takers and Administrative Staff

- a. Detailed Training Curriculum: Vendor shall provide a comprehensive training plan encompassing:
  - List of all training classes offered
  - Full curriculum for each class, including topics covered
  - Expected level of proficiency for each skill
  - Class duration (in hours or days)
  - Clearly defined goals for each training session
  - Location of training classes (on-site, off-site, virtual)
  - **Required in-person training**

b. Training Materials: Vendor shall furnish all necessary training materials, including:

- Comprehensive documentation covering system features and operations
- User-friendly training guides for each class
- List of materials and guides provided for each specific class

iv. System Testing Prior to Cutover

- a. Thorough System Testing: Vendor shall conduct rigorous testing of the entire system prior to conversion to ensure its functionality and reliability.
- b. Ring-Talk Testing: Vendor shall perform ring-talk tests for each trunk to PSAP position at least twice before cutover to verify call routing and audio quality.
- c. Trouble Logging and Resolution: During testing, Vendor shall diligently log all identified issues and implement necessary repairs or adjustments at their own expense.
  - I. Vendor shall submit detailed reports to the Customer outlining any errors discovered and the corrective actions taken to resolve them.

Cutover Procedures

- a. On-Site Engineer Presence: Vendor shall provide a qualified engineer on-site for a minimum of 24 hours after cutover to monitor system performance, troubleshoot any issues promptly, and ensure a smooth transition to the new system.

**1. Alternate Solutions and Options**

If you have a solution, or an option, that you would like to recommend that does not quite fit into any of the Desired Features listed above please feel free to include information about the solution or option, as well as an explanation of why you feel it is a “must have” moving forward. Please provide pricing as you would for all other aspects of the response, but outline it in a separate section as an add-on or option.

# EXHIBIT B



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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 ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

# EXHIBIT C

**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.

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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 Contract**

**Do not fill out**

**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 14 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:**

<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	Date	Branch Chief	Date
<hr/>		The Navajo Nation	
<hr/>		Post Office Box 9000	
<hr/>		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.

# EXHIBIT E

Evaluator:		
Bidder:		

Bidder Proposal: Evaluation Process

(0-1) Low (2-3) Med (4-5) High					
Category	Criteria	Score (0-5)	Weight	Weighted Score	Comments
Proposal Requirements	(3.c) Exterior of delivery method, business name visible. (3.d) 3 copies of proposal, 1 USB (3.e) Clarity of Content.	5	3	15	
Contents of Proposal	(4.a) Proposal signed by authorized party (4.b) W-9 Form (4.c) Debarment and Suspension (4.d) Mechanism of Status Reporting (4.e) Taxable Business Home-base	5	5	25	
Contents of Proposal	(4.f) Experience of signer(s)', and primary and secondary representatives providing the scope of services described in RFP – Exhibit A. Allocation of percentage of time each persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.g) Quality of references that provide demonstrated success on similar projects. References that are tribal governmental entities are preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.h) Experience in previous projects with similar circumstances. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	20	100	
Contents of Proposal	(4.i) Navajo Nation specific experience on projects that are similar to the Project described in RFP - Exhibit A	5	40	200	
Contents of Proposal	(4.j) Key Staff experience, education, licensures, certifications. Allocation of percentage of time each persons identified here will contribute to the overall Project. Experience serving tribal governmental entities on projects that are similar to the Project described in RFP - Exhibit A is preferred and will be given greater weight.	5	40	200	

Contents of Proposal	(4.k) Quality Assurance/Control Methods to assure successful completion of Project. Proposers must establish that they will meet the Project completion date identified in RFP – Exhibit A and that they will make every effort to identify and successfully complete critical path items as well as plan ahead for and mitigate supply chain and other delays, notwithstanding Force Majeure events.	5	40	200	
Contents of Proposal	(4.l & 7.k) Acceptance of terms and conditions of Navajo Nation Contract RFP-Ex D	5	40	200	
Terms and Conditions	(7.f) Compliance with Navajo Nation laws including, but not limited to, Navajo Preference in Employment Act	5	20	100	
Proposal Price	(8.a) Sealed bid included with a clear and definitive bid price. *Note, if there is no sealed bid with clear and definitive bid price the proposal is deemed non-responsive.	5	2	10	
Proposal Price	(8.a) Economical and justifiable bid price for services proposed.	5	40	200	
Business License & Insurance Requirement	(9.a) License on the NN or in the state where services will be provided. (9.b) Insurance coverage provided	5	2	10	
Scope of Work. Section 3 911 Call Taking Architect/Features/Interfaces	(1.) Compliance with SOW § 3.a.i (2.) Compliance with SOW § 3.a.ii (3.) Compliance with SOW § 3.a.iii (4.) Compliance with SOW § 3.a.iv (5.) Compliance with SOW § 3.a.v (6.) Compliance with SOW § 3.a.vi (7.) Compliance with SOW § 3.vii	5	70	350	
Scope of Work A. Section 3 911 Call Taking Positions	(1.) Compliance with SOW § 3.a.viii (2.) Compliance with SOW § 3.ix (3.) Compliance with SOW § 3.a.x (4.) Compliance with SOW § 3.a.xi (5.) Compliance with SOW § 3.a.xii (6.) Compliance with SOW § 3.xiii (7.) Compliance with SOW § 3.a.xiv (8.) Compliance with SOW § 3.a.xv (9.) Compliance with SOW § 3.a.xvi (10.) Compliance with SOW § 3.a.xvii (11.) Compliance with SOW § 3.a.xviii (12.) Compliance with SOW § 3.a.xix	5	120	600	
Scope of Work A. Section 3 911 Management & Recording	(1.) Compliance with SOW § 3.a.xx (2.) Compliance with SOW § 3.a.xxi (3.) Compliance with SOW § 3.a.xxii	5	30	150	



**Proposal Evaluation Form**  
**Scorecard PSAP Hardware/Software**

Exhibit E

RFP:24-01-3210GC

Scope of Work B. Radio Console Positions	(1.) Compliance with SOW § 3.b.i (2.) Compliance with SOW § 3.b.ii (3.) Compliance with SOW § 3.b.iii (4.) Compliance with SOW § 3.b.iv (5.) Compliance with SOW § 3.b.v (6.) Compliance with SOW § 3.b.vi (7.) Compliance with SOW § 3.b.vii (8.) Compliance with SOW § 3.b.viii (9.) Compliance with SOW § 3.b.ix (10.) Compliance with SOW § 3.b.x (11.) Compliance with SOW § 3.b.xi (12.) Compliance with SOW § 3.b.xii (13.) Compliance with SOW § 3.b.xiii (14.) Compliance with SOW § 3.b.xiv (15.) Compliance with SOW § 3.xv (16.) Compliance with SOW § 3.xvi (17.) Compliance with SOW § 3.xvii	5	170	850	
Scope of Work C. Section 3 Radio Connectivity Vendor Requirements	(1.) Compliance with SOW § 3.c.i (2.) Compliance with SOW § 3.c.ii (3.) Compliance with SOW § 3.c.iii (4.) Compliance with SOW § 3.c.iv (5.) Compliance with SOW § 3.c.v (6.) Compliance with SOW § 3.c.vi (7.) Compliance with SOW § 3.c.vii (8.) Compliance with SOW § 3.c.viii	5	80	400	
Scope of Work D. Section 3 Logging Recorder	(1.) Compliance with SOW § 3.d.i (2.) Compliance with SOW § 3.d.ii (3.) Compliance with SOW § 3.d.iii (4.) Compliance with SOW § 3.d.iv	5	40	200	
Scope of Work Section 3 Maintenance	(1.) Compliance with SOW § 3.i	5	10	50	
Scope of Work Section 3 Support	(1.) Compliance with SOW § 3.ii.1 (2.) Compliance with SOW § 3.ii.2 (3.) Compliance with SOW § 3.ii.3 (4.) Compliance with SOW § 3.ii.4 (5.) Compliance with SOW § 3.ii.5 (6.) Compliance with SOW § 3.ii.6	5	60	300	
Scope of Work. Section 3 Training	(1.) Compliance with SOW § 3.a (2.) Compliance with SOW § 3.b	5	40	200	
Scope of Work. Section 3 System Testing and Cutover	1.Compliance with SOW § 3.iv	5	10	50	
Scores for the Bidder Proposal portion of the Evaluation Process					Evaluator Final Comments
Evaluator's Name (Signature)		Subtotal Score		4610	
Evaluator's Name (Print)		BIDDER Proposal Score		Max:	4610