



The Navajo Nation  
Yideeskáądi Nitsáhákees

**DR. BUU NYGREN** *PRESIDENT*  
**RICHELLE MONTOYA** *VICE PRESIDENT*

**MEMORANDUM**

**TO :** ALL BIDDERS  
**FROM :** *Dwayne Hogue*  
Dwayne Hogue, Police Sergeant  
Auxiliary Services, Navajo Police Department  
**DATE :** January 22, 2024  
**SUBJECT :** RFP No. 24-01-3203GC

Notice is hereby given with Addendum one (1) to Request for Proposal RFP# 24-01-3203GC GIS Rural Addressing: 911 Addressing with new due date to posting of the RFP. There are new due dates for the different elements in the schedule.

**1. RFP SCHEDULE DEADLINE:**

**ORGINIAL DATES:** Deadline: January 31, 2024  
Evaluation: February 1-6, 2024  
Notice of award: February 6, 2024  
Award of contract: April 5, 2024

**NEW SCHEDULE DATES:**  
Deadline: February 6, 2024  
Evaluation: February 7-9, 2024  
Notice of award: February 12, 2024  
Award of contract: April 9, 2024

All other RFP requirements and proposal format remain unchanged.

If you have any questions, I can be reached at (928) 637-5826 or [dhogue@navajo-nsn.gov](mailto:dhogue@navajo-nsn.gov). Thank you.

**REQUEST FOR PROPOSAL  
NAVAJO DIVISION OF PUBLIC SAFETY  
GIS RURAL ADDRESSING: 911 ADDRESSING  
BID NUMBER: 24-01-3203GC**

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 for the implementation of a large-scale geospatial data collection, aggregation, validation, and dissemination effort to develop and maintain GIS data to ensure GIS databases can support NG911 services for the Nation.

2. TIME SCHEDULE

It is the NDPS's intent 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 17, 2024
<b>Deadline for Submittal of Proposal by 5:00PM(MST)</b>	January 31, 2024
<b>Evaluation and intent to select proposal</b>	February 1-6, 2024
<b>Notice of conditional selection and initiate award process (tentative date)</b>	February 6, 2024
<b>Award of contract by the Navajo Nation (tentative date)</b>	April 5, 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, Consultant-  
MTM Solutions  
[Sandra@mtmsolutions.org](mailto:Sandra@mtmsolutions.org)  
Keri Schrock, Consultant-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: **“GIS RURAL ADDRESSING:911 ADDRESSING BID 24-01-3203GC”**
- 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 <https://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 <https://navajoeconomy.org>
  
- 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/index.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 for the implementation of a large-scale geospatial data collection, aggregation, validation, and dissemination effort to develop and maintain GIS data to ensure GIS databases can support NG911 services for the Nation.

## 1. General Administrative Statements & Background

- a. The Navajo Nation is implementing a Next Generation 911 (NG911) solution in its proposed consolidated Public Safety Answering Points (PSAPs). This solution will use Geographic Information System (GIS) data to route emergency calls to one of the two consolidated PSAPs and to validate locations. [*Emergency Call Routing Function (ECRF) and Location Validation Function (LVF) decisions.*] The NG911 solution implemented by the Navajo Nation will use GIS data sourced from Navajo Nation and other local, state, and federal government and private sources. These data sources will be researched, identified, and collected by the selected vendor. The vendor will then assess, compile, improve and complete the data in office and on the ground in the Navajo Nation to produce comprehensive GIS layers for the entirety of the Navajo Nation in Arizona, New Mexico, and Utah.
- b. The Navajo Nation Rural Addressing Office and some Chapters have completed some addressing on the Nation and has created and compiled a variety of GIS layers which are utilized in a cloud-based GIS viewer with limited editing capabilities. These layers will be made available to the selected vendor. Some additional addressing has been completed by other local government sources and will need to be inventoried and validated.
- c. As rural addressing is only partially complete on the Navajo Nation, the completion of addressing using a GIS-based solution is required. Currently, the Navajo Nation does not intend to build an E911 ALI database so collection of personal data for residents and businesses is not a project deliverable, nor is notification of address to individual address locations.

- d. In addition to the GIS layer requirements of NG911, the Navajo Nation requires an additional layer of non-addressable reference points developed from multiple sources including analysis of aerial imagery, government and private data sources and GPS in-field data collection. GPS field data collection is a requirement of this project and will be concentrated in non-addressed areas and areas where existing addressing is deemed problematic or incomplete. Other GIS layers to be procured or developed by the awardee are detailed in the **Project Deliverables** section(s) below.
- e. The Navajo Nation requires that the selected vendor work with, or employ, Navajo drivers and GIS analysts for all field data collection and verification. The Nation further recommends deploying, at minimum, three two-person field teams in vehicles appropriate for their rugged rural road network. Experienced GIS technicians are preferred and will be trained and supervised by the awardee.
- f. Delivered GIS data must be comprehensive in extent, spatially and topologically accurate as per NG911 standards, fully addressed as per the Navajo Nation's Addressing Plan, edge-matched to surrounding non-Navajo GIS data, and must meet the requirements of NG911 call routing as well as the general requirements of CAD, Mapped ALI and AVL. While the addresses will not immediately be used for USPS mail delivery, all addresses must meet the standards of the USPS so they may be incorporated into the USPS National Addressing Database and used for mail delivery at a later time.

**Navajo Nation Statistics Relevant to this Project:**

- g. Project Area: 27,413 square miles in Utah, Arizona and New Mexico including some "checkerboard" areas in New Mexico and three non-contiguous chapter boundaries (110 chapters total in five agency towns)
- h. Estimated Road Mileage (Navajo DOT Website): 18,000 linear miles.
- i. Population (2020 US Census, Navajo Tribal Land): 165,000 (undercount by 10%)
- j. Population Density: 6.5/square mile
- k. Average Household Size: 3.5 persons
- l. Housing Units: approx. 68,000

- m. Occupied Housing Units: 47,600 (70% of total)
- n. Estimated Non-Residential Addressable Structures: 10,000 (businesses, churches, government buildings, cell towers, schools, recreational facilities).
- o. Estimated current addressing completed: 30 – 40% to include digitization and attribution of centerlines, road naming, collection of address points, address assignment.

**Current Addressing System(s)**

- p. The Navajo Nation has adopted an interval addressing system using one hundred (100) addresses per mile with even addresses on the right side of the road. Roads with mile markers assign addresses based on the posted mile marker, with one hundred (100) addresses, fifty-even and fifty-odd, between each set of sequential mile markers. Roads without mile markers start at “1” and increment by one hundred (100) addresses per road mile. Addressing in more dense areas (agency centers and larger chapter areas) will follow a block addressing schematic typical of villages and towns.
- q. Road numbers are utilized for BIA, Navajo Tribal, Federal, State and County roads. While some chapter roads have already been named, unnamed roads and roads whose names cannot be verified will be designated with a name recommended by the selected vendor which will incorporate a place name with a logical number for enhanced location intelligence. This system may be replaced later with Navajo Nation Chapter-assigned road names following project completion.
- r. Examples of Potential Road Names.

Chapter Name plus Logical Number:

Many Farms 100 (even number for roads running primarily west/east)

Many Farms 101 (odd number for roads running primarily north/south)

- s. The selected vendor must propose a road designation schematic as part of the deliverables (Addressing Plan Updates) which will be approved by the Navajo Nation prior to GIS improvement and completion activities.

- t. Addressable structures in family groups accessed from numbered roads and highways will be assigned a primary house number based on the odometer or mile marker system as appropriate with secondary numeric or alphanumeric indicators. Named or otherwise-designated addressable roads leading to such areas should be minimized wherever possible by use of cluster-style addressing and when such access drives lead to two (2) or more primary family, or other designated groups. The selected vendor will show familiarity with the Navajo Nation's residential and business structure patterns and distribution, as well as with addressing and 911 GIS standards regarding road identification and designation.
- u. All road numbering will be standardized across the nation so that the same designators are utilized. These designations must follow accepted USPS standards such as:
  - US Highway XX
  - New Mexico Highway XX or New Mexico Route XX
  - Arizona Highway XX or Arizona Route XX
  - Utah Highway XX or Utah Route XX
  - BIA XXX
  - Navajo Tribal Road XXX
  - Tribal Road XXX
- v. Exceptions to the adopted addressing in the Navajo Nation include the Utah portion of the Navajo Nation, which is addressed in the Utah quadrant grid system, and portions of San Juan County New Mexico as well as the To'hajiilee chapter, which are both addressed using one thousand (1000) addresses per mile instead of one hundred (100) per mile.
- w. 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.

## 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. **GIS Layers**

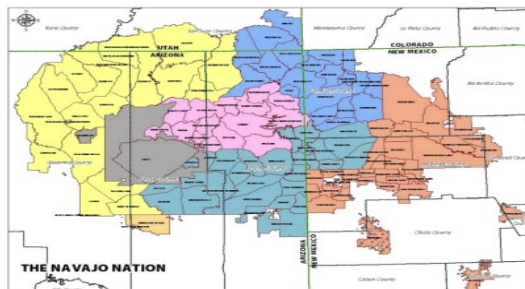
All final GIS deliverables must follow the NENA NG911 GIS data model adopted by the Navajo Nation for geospatial call routing and will include additional attribution to accommodate the general requirements of CAD, Mapped All, routing applications and other potential 911 GIS functions. This data model will be developed prior to contract award and will be provided to the awardee at project initiation. GIS Layers need to be in a shape file format and ESRI software compatible.

**NG911 GIS Layers to Develop:**

- Road Centerlines.
- Structure Address Points.
- PSAP Boundaries.
- Provisioning (Discrepancy) Boundaries (areas of GIS responsibility).
- Emergency Service Boundaries
  - Law Enforcement.
  - Fire Response.
  - Emergency Medical Services.
- Emergency Service Zones (ESZ).

**Project Area**

The entirety of the Navajo Nation as designated in the map below:



## **NENA/NENA NG911 GIS Requirements**

The National Emergency Number Association. The NENA NG911 GIS data model is widely accepted and utilized by governments implementing NG911 systems and can be found here: <https://www.nena.org/page/standards>

### f. **GPS Field Verification**

On-the-ground data verification, validation and collection using a GPS system tied with map editing (GIS layers). The system must be capable of loading the final base map data, utilizing aerial imagery, and recording GPS positions at a selected interval. Basic attribution including structure type and use are required. Field crews are not required to leave the vehicle to collect data or conduct interviews.

## 3. **Scope of Work**

### a. **Project Deliverables**

#### **Project Task List**

1. 911 GIS and Addressing Consulting
2. Project Management
3. Public Relations
4. Addressing Plan Revisions
  - a. Assessment Report of Procured GIS for Already Addressed and Non-Addressed Areas
  - b. Revised Addressing Plan
5. GIS Data Procurement
6. Base Map Generation
7. Base Map Improvement
8. Improved Base Layers created from GIS Data Procurement and in-house Correction and Enhancement activities
9. Centerlines
10. Address Locations
11. Polygons
12. Field Verification
13. Preparation/Field Work Plan
14. Field Data Collection with GPS and GIS
15. Field Data QA/Acceptance
16. Base Layer Reintegration
17. Final Addressing and GIS Data Improvement
18. Ongoing and Final QA/QC

19. MSAG Generation
  - a. GIS-based MSAG (Master Street Addressing Guide).
20. NG911 Formatting/Attribution
21. Additional Formatting for other GIS 911 uses
22. NG911 Data Submission and Acceptance
23. Metadata
24. Completed 911/Addressing GIS layers with integrated field-verified data and metadata
25. Data Delivery
26. GIS Distribution
27. Address Notification, Address Placard and Road Signage
28. Training
29. Ongoing GIS and Addressing Maintenance

**b. Deliverables Description**

1. Assessment of Procured GIS Layers for Already Addressed and Non-Addressed Areas:

- b. Summary of data procured by source, purpose, and last known update
- c. Spatial assessment of data
- d. Attribution assessment of data
- e. Overall assessment of data
- f. GIS Base Layer Development Plan
- g. GIS polygons representing completed areas (usable GIS centerlines and address points with completed addressing attribution)

2. Revised Addressing Plan:

Recommended changes or improvements to Rural Addressing Office's Addressing Plan to include addressing system(s), addressing interval, road naming/numbering, definition of road origin, definition of addressable road, parity, definition of addressable structure, special addressing situations (complexes, housing developments, non-permanent housing, etc.). Selected vendor will determine and describe plan for naming or numbering roads that currently do not have such designations. These may be unnumbered roads that lead to multiple addressing clusters, residential roads in areas of heavier population, connecting or roads with or without



residences or businesses or roads leading to public lands or recreational areas that are currently unnamed or undesignated. Include a plan for utilizing local resources at the chapter level. Include exceptions to proposed plan for already-addressed area that do not conform to proposed plan.

3. Improved Base Layers derived from GIS Data Procurement:

These GIS layers will contain unique/non-duplicated features culled from qualified and sourced data procured from Navajo Nation, other government and private sources and built out spatially with additional features digitized from intelligent interpretation of aerial imagery. Additional attribution that is not present in the NG911 model will be added as needed so that the centerlines meet the addressing standards and are appropriate for geocoding, wireless call location, CAD, routing and address assignment. These GIS deliverables will be spatially aligned, topologically correct and attributed with address ranging following the adopted addressing plan. This data will be further improved and vetted with GPS/GIS field verification tasks with final addressing and range adjustments following field verification in areas where verification is indicated.

- a.* Already Addressed Structure Locations.
- b.* Addressable Structures Locations (not yet addressed)
- c.* Non-Addressable Point Locations (landmarks, key locations).
- d.* Road Centerlines developed, named, or numbered and ranged for already addressed areas.
- e.* Road Centerlines representing other named and numbered roads and potential named/numbered roads for unaddressed areas.
- f.* Other road centerlines (drives leading to addressing clusters, roadways in parks, public areas, etc.).
- g.* 911 boundaries including Fire, Law, EMS, ESZ, PSAP and Provisioning.
- h.* Metadata, data tracking documentation, data source attribution for individual features

4. Public Relations Plan:

A written plan describing how the vendor will handle communication with the Public Information Officer (PIO) assigned to this project to describe and prepare for field activities, publicize the field vehicles and crews, prepare materials for distribution to interested parties and field questions or concerns about field activities or addressing protocol. A telephone number provided by the Navajo Nation will be utilized along with a Navajo-fluent resource to assist with resident questions and concerns.

5. Field Verification and Quality Control/Quality Assurance Plan:

Following completion of #3 (Improved Base Layers) or coincident with #3 in a phased review approach, the selected vendor will identify and prioritize areas requiring field verification. Field verification will be completed by teams of experienced Navajo drivers and Navajo GIS/Addressing specialists hired or contracted by the selected vendor. A field team will visit each identified area, meet with local chapter representatives for additional insight into items such as remote residences and common road names, then drive the indicated area to validate and correct mapped addressable and non-addressable points, collect missing data, and collect vehicle position data as points taken at two-second intervals. All vehicles used in the field should be marked and identified in an industry-standard manner (tailgate wrap, magnetic sign, painting) identifying the purpose of the vehicle and shall be licensed and insured.

The deliverable is the field verification and QA/QC plan and will consist of GIS polygons and prioritization of these based on analysis of improved base layers and research based on meetings and interviews with GIS providers. Each polygon area will be accompanied by data collection instructions for the field team. The QA/QC plan will describe how field-collected data will be collected, processed, assessed, and accepted. A plan for rework or completion of non-accepted data will also be created with the goal of prompt collection and assessment of data and assignment of rework before the team moves to the next verification area.

6. Completed 911/Addressing GIS layers:

Representing the geographic extent of the Navajo Nation which meet NG911 attribution and spatial standards to include:

- a. Address point locations: Points placed on/at structure location and attributed with mandatory NG911 and other

agreed-upon attribution including unique and locatable address and synchronized with road centerline data so that address locations can be geocoded accurately to correct location on correct side of road. Addressing will be based on revised addressing plan (#2) except for already-addressed areas, which will be fully documented.

- b. Road Centerlines: Spatially and topologically sound centerlines attributed with mandatory NG911 attribution and additional attribution as agreed to at project initiation. Ranging based on revised addressing plan (#2).
- c. Landmark/Unaddressed Point Locations: Points for non-addressable features collected in field and from GIS data procurement including road signage, bridges, parks or park facilities, non-addressable buildings, and other landmarks as agreed upon and detailed in contract.
- d. GPS Positions: All vehicle position data collected in-field representing vehicle positions at two-second intervals, attributed with time and date stamp and coordinates.
- e. Driveway/Access Centerlines: GIS centerlines for drives and unnamed roads leading to cluster addresses and other points of interest but not serving as addressable roadways.
- f. Cluster Address Polygons: GIS Polygons describing the extend of family group clusters as described in the Definitions section. Polygons will be attributed with primary address of cluster.
- g. PSAP boundaries: GIS polygons representing the proposed call-routing of 911 calls, edge-matched to surrounding PSAP boundaries for all states and counties and serving as the boundary extent for Emergency Services Boundaries (ESBs).
- h. Emergency Service Response areas (Fire, Law, EMS): GIS polygons representing the emergency service to be dispatched to all roads and addresses within the boundary. Edge-matched to PSAP boundaries and properly attributed as per NG911 standards.
- i. Discrepancy Agency (Provisioning) Boundaries: GIS polygons representing the area of GIS responsibility for an agency. Navajo Nation plans to maintain all 911 GIS data for the

entire project area, though some of this data is currently maintained by other entities.

7. GIS-based MSAG (Master Street Addressing Guide)

formatted as per requirements of selected MSAG vendor, delivered to and successfully loaded by vendor to specifications and requirements.

8. Training:

On-site training session covering all aspects of the 911 GIS/Addressing project including basic tenets of GIS, basic GIS tools, GPS and Field Data Collection techniques, how GIS is used in NG911 applications, Interpreting Address Locations and other topics as desired. Training will be a minimum of two-weeks on-site and will consist of one-on-one training, small group training and large group training with appropriate training materials and handouts.

9. Maintenance Plan:

The Navajo Nation requires three (3) years of GIS and Addressing Maintenance with this contract. Maintenance will be implemented post-project. Maintenance will include all continuing GIS, Addressing, MSAG and data formatting and sharing tasks and will be integrated with 911, Rural Addressing and Agency operations and will include continuing GIS 911 consulting with the goal of the Navajo Nation assuming maintenance tasks in three years. Discuss the requirements of NG911, the involvement of other Navajo agencies, departments, chapters or personnel, the software products, or services to be utilized and how the five Navajo Agencies, the Rural Addressing Office and 911 will be integrated into the maintenance plan.

10. Address Notification/Road Signage Plan:

The intent of this project as described in this Request for Proposals is to give full GIS capability and search and location functionality to 911/Public Safety. The plan does not include notifying of residents of address assignment, the use of these addresses for other purposes, or signage for already identified or newly identified and designated roads.

Selected vendor should include a plan for future implementation of address notification, address placard delivery and road signage following project completion with detail of methodology, materials needed, time frame and cost. These tasks will be the responsibility of

the Rural Addressing Office or other Navajo offices or agencies.

c. **Data Features, Quality and Accuracy**

Quality Control combines technical, qualitative, and human resources to evaluate the quality of GIS data to meet the requirements of a system. Each GIS data layer, individually and in relation to others, is analyzed to determine where integrity issues exist. The Navajo Nation will utilize QA tools provided by selected MSAG vendor to assess the following aspects as well as proper, complete attribution.

11. All 9-1-1 GIS features must adhere these topological rules:

a. Lines

- Must not overlap.
- Must not have dangles.
- Must not be multipart.
- Must not self-intersect.
- Lines must be split at all intersections and at all boundaries.
- FROM/ TO nodes must follow flow of addressing and may not contain duplicate or overlapping address ranges.
- Must have valid geometry.

b. Points

- Must not have duplicates.
- Must have valid geometry.

c. Polygons

- Must not overlap
- Must not have gaps/slivers
- Must not be multipart
- Must snap to coincidental line and polygon features
- Must have valid geometry

12. Addressing:

Addressing should be logical, sequential, and locatable and must geo-locate on the appropriate side of the road (correct parity).

13. If a feature is shared with a neighboring entity (i.e. a road that follows a boundary), every effort should be made to work with the

other government agency to assign the feature to one entity or the other or to align the feature similarly so there are no gaps or overlaps and so that the road properly aligns with the shared boundary.

14. Metadata:

Metadata is a file of information that captures the basic characteristics of the data and information resource. It represents the who, what, when, where, why, and how of the resource. Metadata shall be maintained for all GIS data sets. The metadata shall meet the standards as set forth in the NENA NG911 GIS Data Standard. Current FGDC metadata standards, including references to ISO Standards, may be found at: <https://www.fgdc.gov/metadata/geospatialmetadata-standards>.

d. **Validation of Final Data**

NG911 GIS data layers must be validated using Validation Tools provided by MSAG vendor and errors must be resolved within the accuracy standards mandated. Final data delivery is dependent on acceptance by vendor of NG911 GIS layers.

4. **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

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

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>
	<p><b>3</b> 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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>
	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>
	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>
	<p><b>7</b> List account number(s) here (optional)</p>

## 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.

<b>Social security number</b>																									
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**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.

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

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

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

## 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 • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • 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.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> 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*
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)(i)(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.

---

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 13 below.
4. **Compensation.** The **NATION** agrees to compensate the **CONSULTANT** for services performed under this Contract by paying a sum not to exceed \$\_\_\_\_\_, as per **EXHIBIT A – Accounting Codes and Budget**, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18 below, for work performed within the territorial jurisdiction of the **NATION**.
5. **Authorized Representative.** The **CONSULTANT** shall work with the \_\_\_\_\_ (*Contracting Program*), and its Authorized Representative, \_\_\_\_\_, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the **CONSULTANT**. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
6. **Contract Number.** Contract Number C- \_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the **CONSULTANT** to the **NATION** for payment.
7. **Availability of Funds.** The liability of the **NATION** under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. § 223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
8. **Travel Expenses.** The **PARTIES** recognize that the **CONSULTANT** may incur reasonable travel expenses in connection with providing services to the **NATION**. For said travel expenses to be eligible for reimbursement

hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.

9. **Consultant is an Independent Contractor.** Neither **CONSULTANT** nor its employees are, or shall be deemed, **NATION** employees. In its capacity as an independent contractor, **CONSULTANT** agrees and represents, and the **NATION** agrees, that **CONSULTANT**: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any **NATION** employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between **CONSULTANT** or any of its employees and the **NATION**. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The **CONSULTANT** is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.
10. **The Nation's Ownership of Work Product.** The product(s) and title of the **CONSULTANT'S** work and services under this Contract shall be and will remain the property of the **NATION**. The **NATION** may use the work product for any purpose without prior approval or additional payment.
11. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The **CONSULTANT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the **CONSULTANT** that is related to the performance of this Contract; and **CONSULTANT** further agrees that the **NATION** may, at reasonable times and places, inspect and audit the **CONSULTANT'S** books and records to the extent that such books and records relate to the performance of this Contract. The **CONSULTANT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, **CONSULTANT** agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the **CONSULTANT'S** final payment under this Contract.
12. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

---

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

13. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. § 551 *et seq.*
14. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. § 223(F).
15. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
16. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
17. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. § 3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600 *et seq.*, the Navajo Uniform Commercial Code, 5A N.N.C. § 1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
18. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
19. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. § 150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial

jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

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

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

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

#### SIGNATURES OF THE CONTRACT

For the Consultant:

For the Navajo Nation:

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



**SERVICES CONTRACT**

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

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

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

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

**ACCOUNTING CODES**

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

---

**ATTACH A DETAILED BUDGET TO THIS EXHIBIT**

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

---

Consider using the SAMPLE FORMULAS below:

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

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

Total Expenses: \$ \_\_\_\_\_

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

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

ADDRESS \_\_\_\_\_

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

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

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

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

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

# EXHIBIT E

Evaluator:	
Bidder:	

Bidder Proposal: Evaluation Process

<span style="color: red;">(0-1) Low</span> <span style="color: yellow;">(2-3) Med</span> <span style="color: green;">(4-5) High</span>					
<u>Category</u>	<u>Criteria</u>	<u>Score (0-5)</u>	<u>Weight</u>	<u>Weighted Score</u>	<u>Comments</u>
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	40	200	
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 Consulting/Project Management	(1.) Compliance with SOW § 3.a.1 (2.) Compliance with SOW § 3.a.2	5	10	50	
Scope of Work. Section 3 Public Relations	(1.) Compliance with SOW § 3.a.3	5	20	100	
Scope of Work. Section 3 Addressing Plan Revision	(1.) Compliance with SOW § 3.a.4.a	5	20	100	



Scope of Work. Section 3 GIS Data Procurement	(1.) Compliance with SOW § 3.a.5	5	40	200	
Scope of Work. Section 3 Base Map Generation & Improvement	(1.) Compliance with SOW § 3.a.6 (2.) Compliance with SOW § 3.a.7 (3.) Compliance with SOW § 3.a.8 (4.) Compliance with SOW § 3.a.9 (5.) Compliance with SOW § 3.a.10 (6.) Compliance with SOW § 3.a.11	5	40	200	
Scope of Work. Section 3 Field Verification	(1.) Compliance with SOW § 3.a.12 (2.) Compliance with SOW § 3.a.13 (3.) Compliance with SOW § 3.a.14 (4.) Compliance with SOW § 3.a.15 (5.) Compliance with SOW § 3.a.16	5	80	400	
Scope of Work. Section 3 Final Addressing and GIS Data Improvement	(1.) Compliance with SOW § 3.a.17	5	40	200	
Scope of Work. Section 3 Ongoing Final QA/QC	(1.) Compliance with SOW § 3.a.18	5	20	100	
Scope of Work. Section 3 MSAG Generation	(1.) Compliance with SOW § 3.a.19.a	5	40	200	
Scope of Work. Section 3 NG911 Formatting	(1.) Compliance with SOW § 3.a.20 (2.) Compliance with SOW § 3.a.21 (3.) Compliance with SOW § 3.a.22	5	40	200	
Scope of Work. Section 3 Metadata	(1.) Compliance with SOW § 3.a.23 (2.) Compliance with SOW § 3.a.24 (3.) Compliance with SOW § 3.a.25	5	40	200	
Scope of Work. Section 3 GIS Distribution	(1.) Compliance with SOW § 3.a.26	5	40	200	
Scope of Work. Section 3 Address Notification/Placard	(1.) Compliance with SOW § 3.a.27	5	80	400	
Scope of Work. Section 3 Training	(1.) Compliance with SOW § 3.a.28	5	20	100	
Scope of Work. Section 3 Maintenance	(1.)Compliance with SOW § 3.a.29	5	20	100	

Scores for the Bidder Proposal portion of the Evaluation Process Evaluator Final Comments

		<b>Subtotal Score</b>	<b>4400</b>
Evaluator's Name (Signature)			
Evaluator's Name (Print)		BIDDER Proposal Score	Max: <b>4400</b>