

**Navajo Division of Behavioral and Mental Health Services
REQUEST FOR PROPOSALS (RFP)
BID NO. 25-09-3885DB**

Date: September 30, 2025

**Project Title: Navajo Division of Behavioral and Mental Health Services –
CONSULTANT FOR RESIDENTIAL BEHAVIORAL/MENTAL HEALTH TREATMENT SERVICES
– ADULTS AND ADOLESCENTS**

Project Schedule:

| | |
|-----------------------------------|---------------------------------|
| Advertisement of RFP | October 6 – 17, 2025 |
| Requests for Information Due Date | October 24, 2025, by 5:00pm MDT |
| Bid Due Date | October 31, 2025, by 5:00pm MDT |

Proposal:

All interested parties are invited to review and respond to this Request for Proposals (RFP) at their discretion. All questions pertaining to the contents of this RFP as a respondent can contact Vera John, Delegated Health Services Administrator (Clinical), at verajohn@navajo-nsn.gov and Tanya Sheperd, Delegated Health Services Administrator (Administrative) at tlsheperd@navajo-nsn.gov or at phone # (928) 871-6240

All parties responding to this bid are instructed to submit four (4) proposals (1 original and 3 copy) to the following address:

The Navajo Nation
Division of Finance – Purchasing Section
Attention: Darren Begay, Buyer
Administration Building #1
2559 Tribal Hill Dr
Window Rock, Arizona 86515

All responses to this bid shall be sent in a sealed envelope, including a return address, and vendor name clearly marked on the outside of the envelope; indicate the following:

**RFP BID NO. 25-09-3885DB NDBMHS
CONSULTANT FOR RESIDENTIAL BEHAVIORAL/MENTAL HEALTH
TREATMENT SERVICES – ADULTS & ADOLESCENTS**

NOTE: DO NOT OPEN-BID PROPOSAL

GENERAL INFORMATION AND GUIDELINES FOR THIS RFP

I. DESCRIPTION OF THE ORGANIZATION

The Navajo Division of Behavioral and Mental Health Services (DBMHS) under the Navajo Department of Health (NDOH) is a federally funded program operating outpatient and residential treatment services for substance use throughout the Navajo Nation and surrounding tribal communities.

II. SCOPE OF THE CONTRACT

The Navajo Nation intends to enter into a professional services contract with one (1) responsive, qualified, and independent consultant to complete all work as described in the attached scope of work.

III. RESPONDENT REQUIREMENTS

All respondents must have the capabilities listed herein, including sufficient detailed information with regard to experience and expertise in meeting the following requirements:

1. A legitimate, registered Federal and/or State certifications consultant with a minimum of five (5) years' experience and history with providing subject-area knowledge and the described services
2. Extensive background and knowledge of providing consultation and clinical supervision.
3. Consultant must be independently licensed for mental health by a respective state licensing entity within Arizona, New Mexico, Colorado and/or Utah. Licensure number and expiration date needs to be included in packet.
4. Consultant must be able to operate independently in providing consultation described for the program.
5. The Navajo Business Opportunity Act 5 NNC § 201, 205 will apply.
6. Federal requirements, if applicable

IV. SCOPE OF WORK (See Attached)

V. REQUIREMENTS

The respondent will furnish all requested information as specified in the RFP by due dates.

VI. PROPOSAL CONTENT AND REQUIRED INFORMATION

Please utilize the outline described below with four (4) copies.

1. Organizational letter expressing your interest and a brief description of your proposed services. Do not reveal or make reference to the cost in this letter.
2. Consultant qualifications and subject-area experience. Include references, copies of licenses, and certifications.
3. Scope of Work detailed in the RFP; consultants must be able to provide listed services and demonstrate ability
4. Sample weekly/monthly schedule to provide proposed services on scope of work
5. Copies of licenses, insurance certificates, and other relevant documents.
6. Costs to be submitted in a **separate sealed envelope**. (Detailed breakdown of all associated and applicable costs)
7. Compliance: Any proposal that does not adhere to this format and does not address each specification, requirement, or scope of work as outlined, may be deemed non-responsive and rejected on that basis.

VII. EVALUATION PROCESS (pre-qualifying process)

1. Evaluation Criteria

- a. Proposal Content and Organization: (5 points)
- b. Qualifications, Licensure, and work experience. (55 points)
- c. Scope of work with sample weekly/monthly schedule (20 points)
- d. Cost (separate sealed envelope). (20 points)

2. Applicable Federal Requirements (CFR, SAMHSA, FDA, etc.)

3. The Navajo Division of Behavioral and Mental Health Services (DBMHS) reserve the right to interview respondents if deemed necessary due to tied scores or other relevant matters.

- a. This may entail a presentation from the respondent for clarification and/or details on products or other requirements. A virtual interview will be scheduled based on availability. It is the DBMHS's intention to award one (1) consultant to provide all services as specified.

VIII. TYPE OF CONTRACT

The Navajo Nation will utilize a standard Professional Services Contract (PSC) for the procurement of goods and services for these DBMHS services.

IX. PERIOD OF PERFORMANCE

The period of performance will be three (3) years based on the contract implementation date. Consultant's continuation of services will be dependent on performance appraisal and annual review.

X. TECHNICAL DIRECTION

The Navajo DBMHS point of contact Ms. Vera John, Delegated Health Services Administrator (Clinical) or Tanya Sheperd, Delegated Health Services Administrator (Administrative) for inquiries related to the project and other matters. Questions and answers will be shared with all respondents Ms. John's email address is verajohn@navajo-nsn.gov and Ms. Sheperd's email address is tlsheperd@navajo-nsn.gov.

XI. PAYMENT AND SUBMISSION OF INVOICES

The Navajo Nation Professional Services Contract will describe this section.

XII. RIGHTS

The Navajo Nation reserves the right to reject any and all proposals, in whole or in part based on the requirements set forth in this RFP.

XIII. AGREEMENT TERMS AND CONDITIONS

The Navajo Nation is not bound to enter a contract under the RFP and may issue a subsequent RFP for the same services, and

The Navajo Nation is a sovereign government, and all contracts entered into as a result for the RFP shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules, and regulations. This procurement and any RFP with respondents that may result shall be governed by the laws of the Navajo Nation and applicable federal law. Nothing herein shall be constructed as a waiver

of the Navajo Nation's sovereign immunity. In addition, the Navajo Nation Business Opportunity Act (NNBOA) will apply to the RFP.

The Navajo Nation Professional Services Contract (PSC) will provide all other legal and contractual obligations, terms, and requirements of this project.

XIV. OTHER

SCOPE OF WORK

Division of Behavioral and Mental Health Services

CONSULTANT FOR RESIDENTIAL BEHAVIORAL/MENTAL HEALTH TREATMENT SERVICES – ADULTS AND ADOLESCENTS

The Navajo Division of Behavioral and Mental Health Services (DBMHS) was established in 1987 as the leading agency of behavioral health for the Navajo Nation. DBMHS is a division under Navajo Department of Health (NDOH). DBMHS provides comprehensive and holistic substance use treatment to include care coordination, outpatient, aftercare, prevention, and residential integrated treatment services for the Navajo people. DBMHS assures that quality, culturally responsive and competent behavioral and mental health services are readily available and accessible to the Navajo people through effective coordination and development of behavioral health infrastructure. The mission statement is, "Providing Comprehensive Behavioral Health Services for Native Families." The vision statement is "Diné Be'íina' Hoozhoogo Silá," translation: "In the Navajo way of life there is beauty before you."

The consultant will provide expert and objective guidance on behavioral health services including elevated planning, designing strategies, and implementation of holistic and integrated care services, including Navajo spiritual, pastoral, experiential, adventure based, and medical components for ASAM Level of care as 3.5 residential treatment services at a residential facility in Shiprock, NM. These services will be for adults and adolescents. The consultant will advise DBMHS leadership of administrative, clinical, and financial strategies for implementing adolescent, adult residential, and other related holistic and integrated behavioral health services. The consultant will assist with developing, proposing, planning, and applying an action plan, then analyzing outcomes with DBMHS leadership for DBMHS residential and related holistic and integrated behavioral health services within DBMHS continuum of care.

The Navajo Division of Behavioral and Mental Health Services (DBMHS) will accept statements of qualifications from qualified Behavioral and Mental Health consultants to assist DBMHS with designing strategic plans for delivery of residential behavioral health/integrated care services (such as individual, group, and family counseling, and medical), non-clinical services needed (spiritual, pastoral, experiential, adventure based, education, work development, and dietary), and case management services based on needs of the program. Design plans will include administrative and financial functions to sustain residential holistic behavioral health and related DBMHS continuum of care services. The consultant will also provide recommendations on other future opportunities for DBMHS clinical service delivery and training.

The determination of whether a consultant is deemed qualified will be based on the following criteria:

- 1) Ability to provide consultation on strategic plans of culturally responsive behavioral health services, including Navajo spiritual, pastoral, experiential, and medical components for 3.5 ASAM treatment level of care and other related clinical services for co-occurring disorders (substance use disorders and mental illness disorders). Plans will be for adolescents and adults ~~to~~ at the DBMHS Navajo Regional Behavioral Health Center in Shiprock, NM. According to Navajo Nation, applicable State, and Federal laws and regulations.
- 2) Present ability to provide strategic plans for service delivery staff to render clinical, educational, and food services at a 3.5 ASAM treatment level of care.
- 3) Advisory and evaluation service to DBMHS on matters related to behavioral health policy as related to services described above.
- 4) Comprehensive plan for management services which may include, but not limited to, administrative, clinical, and financial support functions such as recruiting, retention, staffing, billing, transportation, licensure, credentialing, and facility operational licenses under the terms of the mutually agreed upon management services agreement.
- 5) Demonstrate ability to document, process, and recommend implementation strategies for quality assurance oversight of clinical services and third-party reimbursement for treatment services using DBMHS electronic health record, and
- 6) Knowledge of the Navajo Nation or Navajo population
- 7) Consultant will be required to coordinate and collaborate with treatment center administrative and clinical personnel regarding administration functions, clinical flow of documentation and services such as treatment plan, case staffing, coordination of care, billing and other important aspects of residential clinical services.
- 8) A legitimate and credible consultant with a minimum of five (5) years of experience and history of providing co-occurring (substance use disorder and mental illness) residential behavioral healthcare services.
- 9) Develop action plans to maintain CARF accreditation and adherence to contracted (HMS) substance use disorder treatment services. Consultant to provide advisement of actions for enhancing services for DBMHS residential holistic and integrated services including related DBMHS continuum of care services.
- 10) The Navajo Business Opportunity Act (5 N.N.C. §§ 201 and 215), the Navajo Business and Procurement Act (12 N.N.C. §§ 1501-1516), Navajo Nation Procurement Code (12N.N.C. §§ 301-371), and the Navajo Preference in Employment Act (15 N.N.C. §§ 601 et seq.), with all implementing regulations, will apply.
- 11) **Insurance.**
 - a. The selected entity, upon receiving authorization to proceed, Consultant shall procure and maintain, during the life of this contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. All insurance documents must include a provision of 30 days written notification to the DBMHS Delegated Health Services Administrator, if the policy has been materially changed or canceled. The entity selected shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the Navajo Nation and DBMHS from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Consultant's or those of a subcontractor or any person or entity directly or indirectly employed by said Consultant. Minimum coverage is as follows:

Workers CompensationStatutory Coverage

Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000

Commercial General Liability coverage, ISO CG 0001 Form or equivalent limits of:

Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$3,000,000 Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence
\$3,000,000 Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence
\$3,000,000 Aggregate

Business Automobile Liability

Combined Single Limit: \$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for use of all owned, non-owned, and hired automobiles and vehicles:

Independent Contractors: Included

Contractual Liability: Included

Errors and Omissions: \$1,000,000 Aggregate

Professional Liability: \$1,000,000 Each Occurrence,
\$3,000,000 aggregate

The Navajo Nation shall be named as additional insured for general and auto liability coverage.

All coverages should include a waiver of subordination. All coverages should be primary and the Navajo Nation's coverage non-contributory.

The selected Consultant or "offeror" shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the DBMHS, such limits shall be certified and shall apply to the coverage afforded by the DBMHS under the terms and conditions of the contract as though required and set forth in the contract. The Consultant shall furnish to the DBMHS copies of any endorsement that is subsequently issued, amending coverage of limits.

- b. **Approval of Insurance:** Even though a "Notice to Proceed" may have been given by the DBMHS, the Consultant shall not begin work under a contract issued from this RFP, or solicitation until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the Navajo Nation Department of Insurance Services and DBMHS. Neither approval, nor failure to approve certificates, policies, or insurance by the DBMHS shall relieve the Consultant of full responsibility to maintain the required insurance in full force and effect.

- c. **Increased Limits:** If, during the life of the agreement issued by this RFP or solicitation, maximum limits of the liability required under by the Navajo Nation Insurance Services Department increase, the DBMHS insurance required herein. If the successful Consultant is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

END SCOPE OF WORK

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|---|--|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|---|--|--|---|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | - | | | | - | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant’s request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant’s behalf (print)

Applicant Address

Title of individual signing on Applicant’s behalf

Applicant Address

Signature of individual signing on Applicant’s behalf

Applicant Address

Date

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.