



Navajo Nation Division of Community Development

Request for Qualifications (RFQ) Bid No. 26-06-4170SB Indefinite
Delivery/Indefinite Quantity (IDIQ) Services for Planning,
Architectural, Engineering, and Project Management Support

Issue Date: Friday, July 24, 2026

Mandatory In-Person Interview: October 7 - October 28, 2026

RFQ Proposals Due: September 22, 2026 @ 4:00 PM (Local Time)

SECTION I – Overview

A. General Information

1. **Purpose** – The Navajo Nation Division of Community Development (NND CD) intends to establish a list of on-call consultants through this Request for Qualifications (**RFQ**) for an Indefinite Delivery Indefinite Quantity (IDIQ) for Planning, Architectural, Engineering, and Project Management Services. The task orders will cover a broad range of disciplines as detailed in this document. All potential offerors are advised to review this RFQ thoroughly, with particular attention to mandatory compliance requirements.

Following the establishment of the IDIQ pool, the NND CD will invite qualified firms to submit proposals for specific upcoming projects. Entry into this pool serves as a prerequisite for eligibility, enabling firms to compete for individual Task Orders as project-specific needs arise.

The scope includes, but is not limited to:

- Administrative: Planning, Grant Assistance, and Project Management
- Design: Architectural Design, Landscape Architecture, and Civil Engineering.
- Specialized Engineering: Geotechnical, Structural, and Traffic Engineering.
- Technical Services: Surveying, Environmental & Cultural Resource Assessments, and Hazardous Materials Assessment, Abatement and Removal
- Oversight: Construction Management, Construction Inspections, Quality Control/Quality Assurance, and Commissioning
- Other: Urban Planning, Construction Schedulers, Construction Estimators, Acquisition Professionals, and Contract Specialists

2. **Introduction** – The NND CD, an entity within the Navajo Nation Executive Branch, has developed this RFQ to provide professional support all the following departments and programs:
 - a. Community Housing and Infrastructure Department (CHID) – Responsible for seeking funding sources to implement the design and construction for infrastructure and housing activities for low income Navajo families throughout the Nation. Primary programs include the Community Development Block Grant (CDBG) and Housing Improvement Program (HIP)
 - b. Capital Projects Management Department (CPMD) – Oversees the administration, coordination, and execution of Navajo Nation Capital Projects.
 - c. Administrative Service Center – Provides technical assistance and training to Chapters to become self-governing units of local government; assists with the procurement of professional services and construction for Chapter projects.
 - d. Navajo Nation Addressing Authority (NNAA) – Provide comprehensive mapping and rural addressing services for members of the Navajo Nation.
 - e. Other Navajo Nation Divisions and Departments: Includes any additional entities, programs, or Chapter governments that may require related professional services under the final scope of this agreement.
3. **Definitions and Procurement Process**
 - a. **Request for Qualifications (RFQ):** This current solicitation process intended to evaluate and

pre-qualify professional firms for an Indefinite Delivery Indefinite Quantity (IDIQ) pool.

- b. **Request for Proposals (RFP):** Project-specific solicitations issued only to the pre-qualified IDIQ pool. RFPs will require a detailed scope of work, technical approach, and a specific cost proposal for individual Task Orders.

4. General Scope of Work (SOW) - Selected firms will provide professional services **in areas of demonstrated expertise** on an as-needed basis. Areas of expertise include, but not limited to:

- a. Planning & Admin: General Planning, Grant Assistance, Project Management
- b. Design: Architectural Design, Landscape Architecture, Civil Engineering
- c. Specialized Engineering: Traffic, Geotechnical, and Structural Engineering
- d. Technical Services: Surveying, Environmental & Cultural Resource Assessment, Hazardous Materials Assessment/Remediation
- e. Construction: Construction Management, Inspection, and Commissioning

Note: This list is illustrative and not exhaustive. Detailed requirements are provided in Section III of this RFQ.

5. Funding Sources - Project authorized under the resulting IDIQ contracts and subsequent Task Orders may be funded by various sources, including:

- a. Federal: American Rescue Act (ARPA), Bureau of Indian Affairs (BIA), Indian Community Development Block Grant Program (ICDBG), Housing Improvement Program (HIP), Weatherization Assistance Program (WAP), and Indian Health Services (IHS).
- b. State: New Mexico, Arizona, and Utah Capital Outlay, Tribal Infrastructure Funds (TIF), NM Aging and Long Term Services, and Veteran Affairs.
- c. Tribal: Navajo Nation Shihasin Funds and other internal tribal allocations.

6. Schedule of Activities - The NNDCCD will make every effort to adhere to the following schedule:

NO	ACTION	DATE
1	Formal Advertisement (Multiple Publications)	Friday, July 24, 2026
2	Deadline to Submit Questions	Friday, September 4, 2026 @ 5:00 PM **
3	Response to Written Questions & RFQ Amendments	Friday, September 11, 2026
4	RFQ Proposal Submittal Deadline	Tuesday, September 22, 2026 @ 4:00 PM **
5	Preliminary Screening & Tiered Document Evaluations	Wednesday, September 23, 2026 – Tuesday, October 6, 2026
6	Mandatory In-Person Interviews	Wednesday, October 7, 2026 – Wednesday, October 28, 2026

7 Final Selection of Firms Thursday, October 29, 2026 - Monday, November 9, 2026

8 Final Contract Awards TBD

** Local Time Zone: Window Rock, AZ (Mountain Daylight Savings Time (MDST))

7. **Mandatory In-Person Interviews** – To ensure we meet all applicants in person, every firm that submits a proposal is required to attend a mandatory interview as part of the evaluation process. Firms may **choose their preferred location** from the regional options listed below. The interview is worth 30 points of the total evaluation score; failure to attend will result in a deduction of the full 30 points. **Specific dates, times, and instructions for selecting a location and scheduling will follow in an addendum:**

1. Albuquerque, NM (Hispano Chamber of Commerce)
2. Tuba City, AZ (TBD)
3. Farmington, NM (Nenahnezad Chapter)
4. Phoenix, AZ (Phoenix Indian Center)
5. Gallup, NM (TBD)

8. **Deadline to Submit Questions** – All inquiries regarding this RFQ must be submitted by email to the Project Contact; please ensure all individuals listed below are copied on the communication.

Frankie Cereceres
Project Manager
Division of Community Development -
CPMD
Email: fcereceres@nndcd.org

Charmayne Eriacho
Project Manager
Division of Community Development -
CPMD
Email: cleriacho@nndcd.org

Questions regarding the intent or clarity of this RFQ will be accepted until **5:00 PM (local Window Rock, AZ time/MDST) on Friday, September 4, 2026**. NNDCD will distribute formal responses and any necessary RFQ amendments via email to all parties who officially obtained the RFQ package. No inquiries will be accepted after the September 4, 2026 deadline.

Note: Late, facsimiled, or emailed proposals will not be accepted. Submissions received after the deadline or via unapproved methods will be returned unopened and classified as non-responsive. **Acceptable submission methods include physical hard copies accompanied by a digital version of all files on a jump drive. Please ensure all digital files are compatible with standard office software and labeled clearly to match the hard copy documentation** (one flattened PDF of the technical proposal and one separate password-protected PDF of the Fee Proposal).

9. **RFQ Proposal Submittal Deadline** – Proposals must be physically delivered to address below no later than 4:00 PM (local Window Rock, AZ time/MDST) on Tuesday, September 22, 2026:

Navajo Nation Division of Community Development
Attention: Charmayne Eriacho and Frankie Cereceres
NN Admin 2 Building,
2nd Floor South #2296, Window Rock Boulevard
Window Rock, AZ 86515

We are located in the Admin. Bldg. #2 in the Division of Community Development Office on the 2nd Floor.



10. **Addendum to RFQ** - If it becomes necessary to revise any part of this RFQ or to provide a formal response to submitted questions, NNDCCD will issue a written addendum to all registered parties. While the addendum itself does not need to be included in the proposal, **firms must explicitly acknowledge receipt and review of all issued addenda within their Letter of Interest.**
11. **Rejection of Proposals** - NNDCCD reserves the right to reject any or all proposals, in whole or in part, and to waive any informalities or technicalities in the bidding process whenever such action is deemed to be in the best interest of the Navajo Nation. The Navajo Nation is not bound to enter a contract under the RFP or RSQ and may issue a subsequent RFP or RFQ for the same services.
12. **Proprietary Information** - Any restrictions on the use of data contained within a proposal must be clearly identified by the offeror. **Every page containing trade secrets or proprietary information must be clearly stamped or marked as “PROPRIETARY.”** General labeling of the entire document is not sufficient.
13. **Ownership of Proposals** – All materials submitted in response to this RFQ shall become the property of NNDCCD and will not be returned. NNDCCD retains the right to use any or all information presented in the proposals, subject to the proprietary limitations outlined in this document. Disqualification or non-selection of a firm does not revoke this right.
14. **Cost Incurred** – NNDCCD is not liable for any costs, including proposal preparation or travel, incurred by a firm prior to the execution of a formal, signed contract award.
15. **Contractual Obligation** - The contents of the successful proposal will be incorporated into the final contract. Failure of the selected firm to accept these obligations or negotiate in good faith may result in the cancellation of the award.

16. **Evaluation Criteria** – Proposals accepted for review will be evaluated based on the criteria and **200-point** system detailed in Section IV and V – Rating System on Evaluation Criteria.
17. **Selection of Qualified Firms** - NNDCD intends to identify and select highly qualified firms based on professional qualifications and the evaluation criteria set forth in this RFQ. This process establishes a roster of eligible firms for future projects.
 - **Qualification Requirement:** Firms may be selected for demonstrating expertise and capacity in one or more of the service areas outlined in this RFQ. A firm is not required to demonstrate the capability to deliver the full range of services outlined; qualifications in a single discipline or a combination of specialized services are sufficient for consideration.
 - **Issuance of Task Orders:** Upon selection, project assignments will be issued to eligible firms via individual Task Orders as project needs arise and funding becomes available.
 - **Assignment Logic:** NNDCD will issue Task Orders based on a firm's verified capability to execute the specific job requirements, their schedule and availability to take on new work, geographic proximity to the project site, and the specialized expertise of their team members.
18. **Contract Term and Financial Caps** - The IDIQ contracts will be valid for up to five (5) years, with a maximum contracting value capped at \$5,000,000 per year, per contract.
 - **Rate Commitments:** All proposed Contract Billing Rates must remain firm and valid for a minimum of one-hundred eighty (180) days from the proposal submission deadline to accommodate the Navajo Nation's Section 164 Contract Review Process. **If the review process extends beyond 180 days, the Navajo Nation reserves the right to request a mutual extension of the validity period under the same terms and conditions.**
 - **Validity:** The contract becomes effective upon final execution by all required Navajo Nation parties, including the final authorizing signature from the Office of the President and Vice President.
19. **Standard Contract Provisions** - The Navajo Nation reserves the right to incorporate mandatory provisions based on Navajo Nation, Federal, and State requirements. This includes, but is not limited to:
 - Navajo Business and Procurement Act (12 N.N.C. § 1501 et seq.)
 - Navajo Business Opportunity Act (5 N.N.C. § 201 et seq.)
20. **Taxation** - All services performed within the territorial jurisdiction of the Navajo Nation are subject to the Navajo Sales Tax. Refer to **Exhibit A** for the specific public ruling regarding the application of sales tax to professional services, actual expenses, and mileage reimbursements.
21. **Insurance** – The Navajo Nation will require the successful firms, at their sole expense, to procure and maintain adequate and sufficient insurance for all potential liability, such as, professional liability, automobile liability, worker's compensation, errors and omissions liability, etc., as determined Division of Community Development and the Navajo Nation Risk Management Program, for each project assigned to the firm.

Performance and Payment Bonds (Task Order Dependent) as applicable - In accordance with the 12 N.N.C. § 352, bonding requirements are typically reserved for construction activities.

- **Planning & Design Phase:** Performance and Payment bonds are generally not required for the professional design, planning, or mapping phases of a project.

- 22. Disclaimer** - The Navajo Nation's acceptance or review of any proposal does not guarantee the execution of a contract. All proposed contracts are subject to a formal review for administrative and legal sufficiency by all relevant departments, including the Navajo Nation Department of Justice (DOJ), prior to final execution.

Furthermore:

- Procurement Compliance: Proposal reviews and selection processes are conducted in accordance with the Navajo Nation Procurement Code (12 N.N.C. § 346) and all applicable amendments.
- Right to Reject: The Navajo Nation reserves the right to reject any proposed contract at any time prior to execution due to:
 - Improprieties or irregularities in the procurement process.
 - Non-compliance with Navajo Nation or Federal laws and regulations.
 - Failure of the offeror to provide all requested documentation or information.

No Obligation: The Navajo Nation assumes no financial or contractual obligation to any firm until a contract is fully executed by all authorized signatories.

- 23. Right to Terminate** – The Navajo Nation reserves the right to cancel this RFQ or terminate any subsequent award at any time. Furthermore, NNDCD may reject any or all submittals, in whole or in part, when it is determined to be in the best interest of the Navajo Nation. The Nation assumes no liability to any proposer for the costs of preparation or submission of a proposal in the event of termination.

- 24. Protest Procedures** - In accordance with the Navajo Nation Procurement Code, 12 N.N.C. § 365, any Offeror who is aggrieved in connection with the solicitation or award of a contract may file a formal protest. Failure to follow the specific procedures outlined in 12 N.N.C. § 365 may result in the summary dismissal of the protest.

- a. Timeline: Protests must be submitted in writing within fourteen (14) calendar days after the aggrieved person knows, or should have known, of the facts giving rise to the protest.
- b. Content: The written protest must include:
 - The name, address, and contact information of the protestant.
 - The specific RFQ Title and Number (e.g., 2026-06-4170SB).
 - A detailed statement of the legal and factual grounds for the protest.
 - All appropriate supporting exhibits and documentation.

- 25. Right to Refuse Contract** – The Navajo Nation reserves the right to refuse to execute a contract for the Project if the Navajo Nation determines in writing that any of the following has occurred prior to the Navajo Nation's execution of this Contract:

- a. Lack of documents; the Navajo Nation has not received all required supporting documents, or other reasonably requested information;
- b. Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related pre-Procurement activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or
- c. Ineligibility; the selected Offeror, or any other related person, is ineligible for the awarding of this Contract pursuant to applicable Navajo Nation, federal, or state laws or regulations

- governing said Procurement; or
- d. Change to Scope of Work or other requirements; there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in this RFQ or in any addenda; in which case additional procedures under Section XIII (A) of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or
- e. Change to the Budget or Maximum Feasible Price; there has been a revision (whether increase or decrease) of the Budget or the Maximum Feasible Price that was originally established for this Project by the Procuring Party prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII (A) of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or
- f. Protest filed; a protest has been timely filed in accordance with 12 N.N.C. § 360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. § 360(F); or
- g. Navajo Nation's interest; the Navajo Nation Attorney General, or their designee, determines in writing that refusal to enter into this Contract is in the best interest of the Navajo Nation.

26. Applicable Navajo Nation Laws, Regulations, and Policies - The Navajo Nation is a sovereign government and all contracts entered into as a result for the RFP or RSQ shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act and applicable federal law, rules, and regulations. All Navajo Nation laws and regulations shall govern this procurement, including establishing the eligibility of an Offeror under consideration for a contract award. All interested entities, Offerors, any Awardee, and contracting party shall comply with any and all applicable laws, regulations, and policies governing business certification and operation, procurement, administration, performance, payment, reporting, and any other matters related to this RFQ. Applicable laws and regulations include, but are not limited to:

- a. [The Navajo Sovereign Immunity Act, 1 N.N.C. § 551 et seq.](#);
- b. [Title 2 of the Navajo Nation Code related to contracts](#);
- c. [The Navajo Nation Privacy Act, 2 N.N.C. § 81 et seq.](#);
- d. [The Navajo Nation Ethics in Government Law, 2 N.N.C. § 3741 et seq.](#);
- e. [The Navajo Business Opportunity Act, 5 N.N.C. § 201 et seq.](#);
- f. [The Navajo Nation Procurement Act, 12 N.N.C. § 301 et seq.](#);
- g. [The Navajo Nation Procurement Rules and Regulations, resolution BFMY-07-23 adopted by the Budget & Finance Committee of the Navajo Nation Council](#);
- h. [The Navajo Business and Procurement Act, 12 N.N.C. § 1501 et seq.](#); and
- i. [The Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq.](#)

SECTION II – Scope of Work

- A. Project Introduction** - The selected consultant firm shall provide comprehensive, full-service professional On-Call Planning, Architectural, and Engineering services to support the NNDCD. These services will be performed throughout the Navajo Nation within the states of Arizona, New Mexico, and Utah.

The scope includes, but is not limited to:

- Administrative: Planning, Grant Assistance, and Project Management
- Design: Architectural Design, Landscape Architecture, and Civil Engineering.
- Specialized Engineering: Geotechnical Structural, and Traffic Engineering.
- Technical Services: Surveying, Environmental & Cultural Resource Assessments, and Hazardous Materials Assessment, Abatement and Removal.
- Oversight: Construction Management, Construction Inspections, Quality Control/Quality Assurance, and Commissioning.
- Other: Urban Planning, Construction Schedulers, Construction Estimators, Acquisition Professionals, and Contract Specialists

Note: Large commercial developments must be led by a Licensed Architect registered in the specific state where the project is located (AZ, NM, or UT).

All work under this IDIQ shall adhere to the **2021 International Building Code (IBC)** as adopted by the Navajo Nation. This mandate includes full compliance with all codes and standards incorporated by reference within the IBC, as well as the most recent versions of all applicable tribal, federal, and state regulations.

In the event of a conflict, the most stringent federal, funding-agency, or programmatic regulation shall apply. Mandatory standards include, but are not limited to:

- Navajo Nation Regulations and Requirements
- International Building Code (IBC)
- National Electric Code (NEC)
- Uniform Plumbing Code (UPC)
- OSHA
- NFPA 5000 Standards
- Indian Health Service
- Sanitation Facilities Construction Technical Provisions
- Bureau of Indian Affairs local standards and specifications
- Federal Highway Administration standards
- Urban Planning and Space Standards Regulations
- Arizona, New Mexico, and Utah Building Codes
- AASHTO Standard, Guides, and Specifications
- BIA Manuals
- U.S. Housing and Urban Development Regulations
- Other applicable State or Federal Manuals, Standards, Guidelines and standard procedures as requested for each assigned project.

B. Detailed Service Descriptions - The following summaries outline the primary tasks expected under each discipline. These lists are illustrative and not intended to be exhaustive.

1. Planning Services - *(includes Chapter Land Use, Comprehensive Feasibility, Transportation, and Site Planning)*

Consultants will facilitate the orderly development of Navajo Nation lands through:

- **Project Scoping & Definition:** Developing comprehensive scoping reports that define the Purpose and Need, detailed Scope of Work, Estimated Costs, Environmental Overviews, and other relevant project data.
- **Community & Regional Planning:** Developing or updating Community Land Use Plans (CLUP) and conducting special studies tailored to Chapter and Navajo Nation interests.
- **Site & Development Readiness:** Performing site planning and feasibility assessments to facilitate new residential, commercial, or infrastructure developments.
- **Transportation & Traffic Analysis:** * Performing traffic impact studies for proposed developments.
 - Conducting spot, corridor, and area-wide transportation studies.
 - Executing scoping studies for new intersections, roadways, driveways, and multimodal facilities.
- **Economic & Social Research:** Conducting socioeconomic assessments, zoning studies, and economic development feasibility analyses to support land-use decisions.

2. Grant Assistance Services - The consultant shall provide proactive support to identify and secure funding for Navajo Nation priority projects. Primary tasks include:

- **Grant Research:** Conducting ongoing prospect research for federal, state, tribal, and private philanthropic opportunities.
- **Data Analysis:** Collecting and analyzing demographic, socioeconomic, and program-specific data to strengthen grant competitiveness.
- **Proposal Development:** Drafting high-quality grant narratives and compiling all necessary supporting documentation (technical reports, maps, and budget justifications).

C. Project Management Services - The consultant shall provide professional project management expertise to act as an extension of NNDCD staff. The goal is to ensure all planning, architectural, and civil design projects are delivered on schedule, within budget, and in full compliance with funding requirements.

1. Administrative & Financial Oversight

- a. **Full-Cycle Management:** Overseeing projects from initial scoping through final close-out, including monitoring funding deadlines and maintaining daily coordination.
- b. **Financial Administration:** Reviewing and editing invoices for payment, providing recommendations for revisions, and processing project funding reports for local, state, and federal entities.
- c. **Reporting:** Preparing project status and final close-out reports for DCD staff, tribal officials, and external administrators (BIA, HUD, IHS, etc.).
- d. **Asset Acquisition:** Coordinating the acquisition of capital assets for Chapters, including researching quotes and processing purchase orders for equipment, vehicles, and materials.

2. Technical Coordination & Compliance

- a. Design & Utility Coordination: Managing architectural and civil design services, including estimating and direct coordination with the Navajo Tribal Utility Authority (NTUA) and other third-party providers.
- b. Regulatory Liaison: Coordinating environmental requirements and conducting reviews with Navajo Nation Divisions (DOJ, DNR, Water Resources, etc.) to ensure legal and technical sufficiency.
- c. Technical Advisory: Providing leadership and technical recommendations in project decision-making and performing plan reviews for roadway, water, and sanitary sewer improvements.
- d. Quality Control: Ensuring rigorous Quality Assurance/Quality Control (QA/QC) for all project deliverables.
- e. Professional Development and Capacity Building: Providing technical training, mentorship, and educational workshops for tribal staff and community personnel to enhance institutional capabilities in project delivery and technical oversight.

3. Stakeholder & Community Engagement

- a. Public Involvement: Facilitating community meetings to inform Chapter leadership and stakeholders of project progress and schedules.
- b. Cultural Accessibility: The consultant **must** include a Navajo translator on the team to facilitate communication and solicit input from Navajo-speaking community members.
- c. Meeting Documentation: Conducting scoping, "plan-in-hand," and update meetings. Providing formal minutes, including a summary of public comments and corresponding responses.

4. Architectural Design Services - The consultant shall provide comprehensive architectural and multidisciplinary engineering support. For large-scale commercial developments, all work must be led by a Licensed Architect registered in the state where the project is located.

- a. Comprehensive Design (Plans, Specifications, and Estimates (PS&E))
 - i. Full-Phase Services: Delivering programming, schematic design, design development, and construction documents.
 - ii. Integrated Engineering: Providing all supporting engineering disciplines, including Civil, Structural, Mechanical, Electrical, and Plumbing (MEP) for both new construction and renovations.
 - iii. Procurement & Construction Support: Assisting with bidding and negotiations, construction administration, final project acceptance, and one-year warranty reviews.
 - iv. Deliverables: Preparation of complete final design plans, technical specifications, and detailed Engineer's Estimates (PS&E).
- b. Advance Modeling & Visualization
 - i. BIM & Field Verification: Utilizing Building Information Modeling (BIM) and providing as-built field verification to convert existing conditions into accurate base-file floor plans.
 - ii. Visualization: Providing 3D renderings and visualizations to assist NNDCCD in community meetings and stakeholder presentations to convey project intent effectively.

- c. **Specialized Studies & Sustainability**
 - i. **Feasibility & Master Planning:** Conducting master planning, facility reports, and feasibility studies for remodeling or expansion based on user group requirements.
 - ii. **Performance Analytics:** Providing Life Cycle Cost Analysis (LCCA) on building systems and energy modeling to optimize long-term operational costs.
 - iii. **Interior Coordination:** Managing Fixtures, Furnishings, and Equipment (FF&E) design and procurement coordination.
 - iv. **Sustainability (As Requested):** Providing LEED-accredited professionals or sustainable design strategies on a project-by-project basis, depending on specific task order requirements as specified by NNDCD.
- 5. **Landscape Architecture Design** - The consultant shall provide professional landscape architectural services focusing on sustainable site development, community recreation, and environmental restoration.
 - a. **Site Development & Technical PS&E**
 - i. **Full-Phase Design:** Preparation of complete final design plans, technical specifications, and engineer's estimates (PS&E) for site improvements.
 - ii. **Construction Lifecycle:** Providing support for bidding and negotiation, construction administration, final project acceptance, and one-year warranty reviews.
 - iii. **Integrated Coordination:** Managing structural and MEP coordination as required for site lighting, power, and water systems.
 - b. **Environmental & Master Planning**
 - i. **Sustainable Systems:** Designing for storm water management, erosion control, rain water harvesting, and watershed analysis.
 - ii. **Land Restoration:** Developing specific requirements for natural environment restoration and reclamation seeding.
 - iii. **Master Planning:** Providing master site plan design, trail planning, and graphic illustrations/renderings to convey design concepts to stakeholders.
 - c. **Community & Recreation Facilities**
 - i. **Public Engagement:** Assisting NNDCD in community meetings and stakeholder coordination to ensure projects reflect local needs.
 - ii. **Facility Expertise:** Designing a diverse range of public spaces, including:
 - 1. Parks and picnic facilities.
 - 2. Multi-age playgrounds and recreation centers.
 - 3. Basketball courts and multi-purpose sports fields.
 - iii. **Site Furnishing:** Coordinating the selection and placement of site furniture and fixtures.
- 6. **Professional Surveying and Civil Engineering**
 - a. **Professional Surveying & Geomatics** - The consultant shall provide Licensed Surveyor(s) responsible for all data collection, boundary determinations, and mapping.
 - i. **Field Surveys:** Conduct control, monumentation, right-of-way (ROW), boundary, and location surveys.
 - ii. **Aerial & Digital Mapping:** Provide aerial photography (ortho-photos),

- design-level surveys, and Digital Terrain Models (DTM).
- iii. Topography & Utilities: Perform ground surveys for profile and cross-section data; conduct utility research to identify existing infrastructure for design plans.
- iv. Construction Support: Provide construction staking for roadways, utilities, and drainage features.
- v. Technical Deliverables: All data (Surveys, DTMs, Legal Descriptions) must be provided in current versions of AutoCAD, ArcGIS (Shapefile/Geodatabase), and Microsoft Word.
- b. Civil & Infrastructure Engineering - The consultant shall provide Licensed Engineer(s) to develop complete Plans, Specifications, and Estimates (PS&E).
 - i. Infrastructure Design: Full engineering services for road construction, waterlines, sanitary sewer/septic systems, and civil site design for building developments.
 - ii. Drainage & Hydrology:
 - 1. Analysis: Conduct hydrologic modeling (Rational Method, USGS regression, HEC-HMS) and hydraulic sizing for culverts, crossings, and spillways.
 - 2. Scour & Erosion: Perform flood plain, channel scour, and sedimentation analyses.
 - 3. Compliance: Prepare Storm Water Pollution Prevention Plans (SWPPP) in accordance with Clean Water Act Section 402.
 - iii. Structural Civil Design: Design and prepare foundation plans (for commercial, metal, or modular buildings) and retaining wall designs.
 - iv. Utility Coordination: Resolve utility conflicts and prepare relocation plans and agreements.
- c. Land Acquisition, Right-of-Way (ROW), & Regulatory Compliance - The consultant is responsible for the complex land status work required for project execution.
 - i. ROW Mapping: Develop mapping and legal descriptions for easements through Tribal Trust, Tribal Fee, Private Fee, Indian Allotment, BLM, and State lands.
 - ii. Title & Consents: Conduct title searches to determine ownership and acquire all required Tribal Consents necessary for ROW granting.
 - iii. Regulatory Alignment: All work must comply with 25 CFR Part 169 and the Navajo Nation Land Department consent/approval process.
 - iv. Agency Coordination: Complete all applications for ROW or easement withdrawals as submitted by NNDCD or BIA Navajo Region DOT.
 - v. The Consultant shall be responsible for securing necessary clearances and maintaining active coordination with all pertinent Navajo Nation departments.
- d. Project Support & Public Engagement
 - i. Project Meetings: Conduct Progress/Plan Reviews and "Plan-in-Hand" field reviews.
 - ii. Community Engagement: Lead public meetings for Chapter leadership. A Navajo translator must be on the team to communicate effectively with Navajo-speaking community members.
 - iii. Procurement Support: Assist NNDCD with the construction bid process, evaluations, and contract negotiations.

7. **Traffic Engineering** - The consultant shall provide professional traffic engineering services to ensure safe and efficient multimodal transportation throughout the Navajo Nation.
 - a. Traffic Analysis & Safety Modeling
 - i. Data Integration: Utilize relevant data from State Departments of Transportation (DOT) and the Navajo Nation traffic reporting systems.
 - ii. Context-Sensitive Design: Apply context-sensitive design principles during project reconnaissance and conceptual studies.
 - iii. Safety Assessments: Perform comprehensive safety reviews, accident analyses, and Road Safety Assessments (RSA).
 - iv. Forecasting: Conduct traffic counts, turning movement assignments, and traffic forecasting to support long-term planning.
 - b. Traffic Design & Plans
 - i. Technical PS&E: Prepare detailed signing, pavement marking, and street lighting plans.
 - ii. Signalization: Design traffic signal systems and comprehensive traffic control plans for both permanent and temporary (construction) applications.
 - iii. Impact Mitigation: Prepare Traffic Impact Analysis (TIA) reports for new developments and recommend mitigation strategies.
 - c. Plan Review & Compliance
 - i. Technical Review: Provide expert review services for traffic studies and engineering plans related to roadway, water, sanitary sewer, and building developments that impact NNDCCD infrastructure.
 - ii. Standards Adherence: Ensure all designs comply with the Manual on Uniform Traffic Control Devices (MUTCD) and applicable State/Tribal standards.
8. **Geotechnical Engineering** - The consultant shall perform subsurface investigations and provide engineering recommendations to ensure the structural integrity of all building and transportation projects.
 - a. Subsurface Investigation & Foundation Design
 - i. Hazard Identification: Conduct surface and subsurface investigations to identify geologic hazards, including soil/rock slope stability and excavation risks.
 - ii. Foundations & Earthwork: Provide design recommendations for shallow and deep foundations, retaining walls, and earthwork (shrink/swell analysis and cut/fill slope stability).
 - iii. Resource Identification: Identify potential local material sources for fill, base course, and aggregate to optimize project costs.
 - b. Pavement & Roadway Engineering
 - i. Structural Section Design: Develop pavement design recommendations based on the current AASHTO Guide for Design of Pavement Structure.
 - ii. Data Integration: Analysis must include boring logs, soil property testing, and traffic classification data.
 - iii. Gravel Road Improvements: Provide specific recommendations for subgrade soil stabilization and structural sections for unpaved/gravel road enhancements.
 - c. Construction Quality Assurance

- i. **Material Testing:** Provide comprehensive Quality Assurance and Quality Control (QA/QC) testing of materials (compaction, concrete strength, asphalt content) during the construction phase.
- 9. Structural Engineering** - The consultant shall provide professional structural engineering to ensure the safety and longevity of the Navajo Nation's built environment.
 - a. **Design & Analysis**
 - i. **Infrastructure & Buildings:** Provide full design and analysis for buildings, bridges, large retaining walls, and complex drainage structures.
 - ii. **Selection Reports:** Prepare structure selection reports, detailed plans, and technical specifications that weigh cost-effectiveness against lifecycle durability.
 - b. **Post-Design & Construction Services**
 - i. **Technical Review:** Conduct shop drawing and submittal reviews to ensure compliance with the design intent.
 - ii. **Structural Observation:** Perform periodic site visits and inspections during construction to verify that structural elements are being built according to the approved Plans and Specifications.
- 10. Interim Deliverables & Third Party Review**
 - a. **Right to Third-Party Review:** NNDCD reserves the right to submit any interim deliverables, draft reports, or unfinalized design documents provided by the Consultant/Contractor to a third-party reviewer chosen by the Navajo Nation's choosing.
 - b. **Cooperation:** The Consultant shall provide documents in editable or native formats upon request to facilitate these reviews. The Consultant agrees to participate in technical coordination meetings with said third parties and incorporate reasonable feedback into the final versions of the documentation to ensure compliance with project standards and Navajo Nation requirements.
- 11. Environmental and Cultural Resource Services** - The consultant shall ensure all projects adhere to the highest standards of environmental stewardship and cultural preservation, complying with all Navajo Nation, Federal, and State laws.
 - a. **Environmental Compliance & NEPA**
 - i. **Regulatory Adherence:** Ensure full compliance with the National Environmental Policy Act (NEPA). This includes the identification, assessment, and mitigation of impacts for all proposed actions.
 - ii. **Documentation:** Prepare all necessary NEPA decision documents, including Categorical Exclusions (CE), Environmental Assessments (EA), and Environmental Impact Statements (EIS).
 - iii. **Permitting:** Develop and secure necessary permits, including U.S. Army Corps of Engineers Section 404 permits and 401 Water Quality Certifications.
 - iv. **Remediation:** Conduct testing and prepare assessment reports, and complete environmental remediation/abatement plans to address mold, lead-based paint, asbestos, PCB, and other hazardous materials.
 - v. The Consultant shall be responsible for securing necessary clearances and maintaining active coordination with all pertinent Navajo Nation departments.

- b. Cultural Resource Protection
 - i. Navajo Nation Law: Adhere to the Navajo Nation Cultural Resources Protection Act (NNCRPA) and the Navajo Nation Jish'chaa (Burial) Policy.
 - ii. Federal Law: Comply with the Archaeological Resources Protection Act (ARPA), National Historic Preservation Act (NHPA) Section 106, and Executive Order 13007 regarding Sacred Sites.
 - iii. Ethnography & Language: Cultural resource inventory reports must include a complete ethnography by a qualified professional. The team must include a Navajo translator or a fluent Navajo speaker to ensure accurate oral histories and stakeholder input.
 - iv. Archival Research: Conduct thorough research through the Navajo Nation Historic Preservation Department (NNHPD) and the Traditional Cultural Property Office archives.
 - c. Biological & Natural Resources
 - i. Species Compliance: Coordinate with the Navajo Nation Fish and Wildlife Department to obtain species listings and Biological Resource Compliance Forms (BRCF).
 - ii. Technical Studies: Provide specialized reports for wetlands, threatened and endangered species, wild and scenic rivers, and water/air quality.
 - iii. Agency Coordination: Consult with the Navajo Nation EPA and the Water Management Branch (Floodplain Section) for all relevant projects.
 - d. Public Engagement
 - i. Engagement Plans: Submit Public Involvement Plans (PIP) to the NNDCD Project Manager for approval prior to any public meetings.
 - ii. Community Input: Facilitate public hearings to evaluate stakeholder recommendations and ensure community concerns are integrated into the final design.
- 12. Construction Management** - The consultant shall provide comprehensive leadership and technical oversight throughout the construction phase to ensure the project is built according to the approved Plans, Specifications, and Estimates (PS&E).
- a. Leadership & Inter-Agency Coordination
 - i. Prime Liaison: Provide overall management of assigned projects, serving as the primary point of contact between NNDCD, the contractor, and external entities (BIA, State DOTs, Counties, and Navajo Nation Divisions).
 - ii. Strategic Decision Making: Provide technical leadership in project decisions to ensure the overall success, quality, and timely completion of the work.
 - iii. The Consultant shall be responsible for securing necessary clearances and maintaining active coordination with all pertinent Navajo Nation departments.
 - b. QA/QC & Contract Administration
 - i. Field Oversight: Maintain rigorous Quality Assurance/Quality Control (QA/QC) of the contractor's work, including regular inspections and progress monitoring.
 - ii. Schedule & Budget Management: Review and track the contractor's construction schedule, schedule of values, and overall budget to prevent delays and cost overruns.
 - iii. Compliance: Issue non-compliance notices when work fails to meet standards

- and manage any necessary project modifications or change orders.
 - iv. Financial Review: Process and verify progress payments and progress reporting to ensure the Nation only pays for work correctly completed.
 - c. Project Close-Out
 - i. Inspection & Documentation: Coordinate final inspections and prepare formal written punch lists to ensure all deficiencies are corrected.
 - ii. Final Certification: Prepare and issue Certificates of Completion and compile all necessary close-out documentation to minimize delays in project turnover.
- 13. Construction Inspection & Compliance Oversight** - The consultant shall provide, or subcontract with, an independent and certified testing agency/laboratory to perform rigorous quality control, regulatory compliance monitoring, and special inspection services in strict accordance with applicable Construction Specifications Institute (CSI) MasterFormat standards. These services ensure all materials, installations, and structural elements adhere to the project's technical specifications, RFP requirements, and Bureau of Indian Affairs (BIA) road and structural standards. The consultant shall coordinate with an independent, third-party engineering or technical agency to validate that all design specifications and material selections meet local, federal, and tribal code requirements prior to construction endorsement.
 - a. Material Testing: Independent laboratory testing, field verification, and third-party specification validation compliant with relevant CSI quality control standards, including:
 - 1. Soils & Earthwork: Compaction, moisture-density relationships, and subgrade verification.
 - 2. Concrete: Slump, air content, temperature, and compressive strength cylinder testing.
 - 3. Asphalt: Mix design, placement, thickness, and core density verification.
 - 4. Precast Elements: Structural integrity and plant fabrication inspections. All testing and material specifications must be third-party validated to comply with BIA, federal highway (FLH), and applicable ASTM/AASHTO specifications.
 - b. Special Inspections & Structural Integrity: Comprehensive structural and building envelope inspections conducted in accordance with CSI special inspection guidelines, including:
 - 1. Structural Steel: Non-destructive testing (NDT), bolt torque verification, weld inspections, and steel decking verification.
 - 2. Roofing Systems: Membrane integrity, insulation layout, and wind-uplift resistance verification.
 - 3. Building Envelopes: Air/water barrier continuity, exterior insulation and finish systems (EIFS), and specialized glazing/curtain wall testing.
 - c. Systems Verification & Commission Liaison: Technical inspections, safety certifications, and code compliance verification for specialized building systems.
 - 1. Conveyance Systems: Code compliance and safety testing for elevator installations, escalators, and other mechanical conveyances aligned with standard CSI equipment specifications.
 - 2. Commissioning Alignment: The consultant shall actively coordinate inspection schedules with the project Commissioning Provider (CxP / Commissioner) to ensure that all system verifications align with the overarching commissioning

plan and CSI general commissioning requirements prior to final envelope and mechanical sign-offs.

- d. **Construction & Regulatory Liaison (BIA & RFP Alignment):** Managing construction-phase documentation, submittal logs, and Request for Information (RFI) tracking per CSI project management and coordination protocols. The consultant shall verify that all field activities satisfy the performance mandates outlined in the original RFP and serve as the technical liaison to secure necessary BIA inspection approvals, rights-of-way compliance, and final federal construction acceptances.

14. Commissioning Services - The consultant shall provide comprehensive commissioning (Cx) services to ensure that all building systems perform interactively according to the design intent and NNDCD operational needs. These services may begin as early as the Design Development phase and will include dedicated oversight for quality, scheduling, and cost control.

- a. **Design and Planning Phase: * Plan Review:** Conduct preliminary design reviews to verify that proposed systems meet the "Owner's Project Requirements" (OPR) and Basis of Design (BOD).
 - i. **Cx Plan Development:** Develop comprehensive commissioning plans covering the design-build, acceptance, and post-acceptance phases. These plans must include activity schedules and clearly identify the responsibilities of all parties.
- b. **Project Controls & Quality Oversight:**
 - i. **QA/QC Management:** Implement a rigorous Quality Assurance/Quality Control program to monitor installation practices, verify that all equipment meets specified standards, and ensure that "as-built" conditions align with the approved Commissioning Plan.
 - ii. **Project Scheduling:** Provide dedicated scheduling services to integrate commissioning milestones into the master project timeline, ensuring that testing, calibration, and certifications are completed without delaying project turnover.
 - iii. **Cost Estimation & Valuation:** Provide estimator services to evaluate the fiscal impact of system optimizations, manage the budget for commissioning activities, and verify that any proposed technical adjustments remain within the project's financial constraints.
- c. **Technical Execution & Systems Start-Up:**
 - i. **Certification & Calibration:** Provide professional expertise for the start-up, calibration, and certification of facility operating systems as required by the reviewing agency.
 - ii. **Integrated Systems Troubleshooting:** Provide hands-on assistance with the troubleshooting and optimization of:
 - 1. **HVAC & Energy Management:** Heating, ventilation, air conditioning, and digital control systems.
 - 2. **Electrical & Lighting:** Building electrical distribution and automated lighting controls.
 - 3. **Life Safety & Security:** Fire alarm systems, data networks, and security/access control systems.

- 15. Construction Administration (CA) Expectations** - The Consultant shall provide Construction Administration services to ensure the project is constructed in accordance with the approved Plans, Specifications, and Navajo Nation building standards. Expectations include:
- **Submittal & RFI Management:** Timely review of contractor submittals, shop drawings, and Requests for Information (RFIs).
 - **Site Observations:** Conduct periodic site visits to monitor progress, document quality of work, and ensure compliance with design intent.
 - **Change Order Review:** Evaluate contractor change order requests for cost reasonableness and technical necessity.
 - **Pay Application Verification:** Review and certify contractor progress payments based on actual work completed.
 - **Punch List & Closeout:** Lead the final inspection, develop punch lists, and ensure all warranties, O&M manuals, and as-built drawings are delivered to the NNDCD.
- 16. Plan Review Services** - The Owner shall review the Architect's Design Documents for adherence to the Project program. The Owner will promptly notify the Architect of any observed errors, omissions, or defects in the Services. Such review by the Owner is for the purpose of confirming the Project's conceptual intent and shall not diminish the Architect's professional responsibility for the final construction documents.
- 17. Labor Compliance and Site Inspections** - The Selected Firm and all designated subcontractors shall be subject to periodic **labor inspections** conducted by the NNDCD. These inspections will include, but are not limited to, **labor checks** to verify wage compliance, certification of payrolls, and adherence to Navajo Nation labor laws. Proposers must ensure all site personnel are documented and available for interview during these inspections.

SECTION III – Proposal Requirements and Selection

A. Submission Requirements

1. Proposals must be submitted in a **sealed opaque envelope**, clearly labeled as follows:

**“DO NOT OPEN – RFQ NO. 26-06-4170SB: INDEFINITE DELIVERY
INDEFINITE QUANTITY (IDIQ) ON-CALL PLANNING, ARCHITECTURAL,
ENGINEERING, & PROJECT MANAGEMENT SERVICES**

**SUBMISSION FOR: [add professional service(s)], [NBOA Priority Classification -
Priority 1, Priority 2 or Non-Priority]"**

The exterior of the envelope must also legibly show the **firm’s name and return address**.

Required Documentation Checklist:

- ☐ **Letter of Interest:** Detailing the firm’s qualifications and identifying which specific discipline(s) they are applying for and acknowledging all addendum(s).
- ☐ **Professional Credentials:** Certifications, registrations, and licenses for all proposed team members.
- ☐ **Exhibit B:** Non-Collusive Affidavit.
- ☐ **Exhibit C:** Debarment and Suspension Certificate.
- ☐ **Exhibit D:** Affidavit of Responsibility for Subcontractors.
- ☐ **W-9 Form:** Current version.
- ☐ **Response to Evaluation Criteria:** As outlined in Section IV.

2. **Proposal Format & Technical Specifications**

To ensure a fair evaluation, firms must submit **one (1) original** and **six (6) identical copies**. Submissions must adhere to the following:

- **Page Limit:** Maximum of **20 single-sided pages** (8.5” x 11”). The Letter of Interest, Table of Contents, and section dividers do not count toward this 20-page limit.
- **Resume:** Resumes must be moved to an Appendix; limited to one (1) page per individual for a maximum of ten (10) key personnel (10 pages max). Pages within this Resume Appendix do not count toward the 20-page technical proposal limit.
- **Excluded:** Required Exhibits (A-E), covers, tabs, and the Resume Appendix do not count toward the limit.
- **Typography:** Minimum **10 pt. font** with at least **0.5” margins**. Photos, charts, and graphs are permitted but must be legible and count toward the page total.
- **Binding:** Submittals must be **plastic or metal spiral-bound**.
 - *Warning: Proposals submitted in 3-ring binders or those exceeding page limits will be deemed non-responsive and returned unrated.*
- **Formatting:** Any technical content (e.g., project descriptions) placed within the Appendix to circumvent page limits will result in the proposal deemed non-responsive.

3. **Separate Fee Proposal**

In a separate, sealed envelope, firms must submit a comprehensive Contract Billing Rate

schedule. This envelope must be clearly labeled as follows:

**“FEE PROPOSAL – RFQ NO. 26-06-4170SB: INDEFINITE DELIVERY
INDEFINITE QUANTITY (IDIQ) ON-CALL SERVICES**

FIRM NAME: (add firm name)

NBOA PRIORITY STATUS: (Priority 1, Priority 2, or No Priority)”

To ensure transparency and consistency in evaluation, the proposal must include the following components:

- **Company Structure & Staffing:** Provide an organizational chart and a brief description of the firm’s structure. Include professional job descriptions for all key personnel assigned to this contract, paired with their respective billing rates.
- **Prime & Sub-Consultant Rates:** A complete listing of all consultants and sub-consultants. Provide a representative schedule of current hourly rates by position for the prime consultant and every sub-consultant member. Please note that these rates are treated as preliminary for evaluation purposes only. The Navajo Nation reserves the right to negotiate, adjust, and finalize all rate schedules prior to contract execution.
- **Multi-Year Rate Breakdown:** A detailed breakdown of rates for the anticipated life of the contract, categorized on a yearly basis to account for potential annual adjustments.
- **Reimbursable Expenses:** Navajo Nation will review expenses as they occur; only items attributed to task order will be approved.
- **Exhibit F (Rate Table):** The Navajo Nation will issue Exhibit F: Rate Table via an official addendum no later than Friday, July 10, 2026, to allow firms to submit clarifying questions before the inquiry deadline. Once issued, all proposers must complete and attach Exhibit F to this section to standardize the financial review.
- **Financial Definitions:** For the purposes of this proposal, billing rates are defined using the following criteria:
 - **Direct Labor Rate:** The actual hourly wages paid to the employee.
 - **Overhead:** The indirect costs associated with operating the business (e.g., rent, utilities, insurance, administrative support, and fringe benefits) expressed as a percentage of direct labor.
 - **Management Fee:** If the Prime Consultant applies a markup or administrative fee to sub-consultant services or reimbursable expenses, this must be clearly disclosed as a fixed percentage and justified within the narrative. In compliance with the NBOA, this fee must accurately reflect actual administrative efforts and cannot be used to circumvent Native preference subcontracting rules. Profit shall not be applied to the Management Fee or Reimbursable Expenses.
 - **Profit (Fixed Fee):** The designated professional margin applied after labor and overhead costs.
 - **Fully Burdened Rate:** The final hourly rate charged to the Navajo Nation, comprising direct labor, overhead, management fees (if applicable), and profit. All proposers must explicitly account for applicable tribal taxes, including the Navajo Nation Sales Tax (24 N.N.C. §§ 601-24), within their fully burdened rates where work is performed within the territorial jurisdiction of the Navajo Nation.
 - **Subconsultant Fees:** The total compensation paid to secondary consultants engaged by the Prime Consultant to perform specialized portions of the contract. Subconsultant fees must be fully transparent and broken down by their respective Direct Labor, Overhead, and Profit margins, matching the formatting

required of the Prime Consultant.

- If the Prime Consultant applies an administrative markup or management fee to these services, it must be disclosed as a fixed percentage, and must be explicitly justified by documented administrative effort. In alignment with Navajo Business Opportunity Act (NBOA) guidelines, markups shall not be applied to subconsultant profit or reimbursable expenses, nor used to circumvent Native preference subcontracting rules.
- Anti-Compounding of Profit (No Profit on Markup):
 - Profit margins shall only be applied to direct labor costs. The Prime Consultant is strictly prohibited from applying a profit percentage, fee, or markup onto the profit margin or overhead of any subconsultant.
 - If a Prime Consultant applies an approved administrative management fee or markup to subconsultant services, that markup must be a fixed percentage based strictly on the subconsultant's *actual direct cost* (or direct labor), excluding the subconsultant's profit and reimbursable expenses. Under no circumstances shall profit be compounded or layered.

Note: The Fee Proposal will only be opened after the technical qualifications have been scored. The Navajo Nation reserves the right to clarify any billing rates, overhead structures, or profit margins during negotiations.

4. **Federal Compliance: Change Orders & Overhead**

To ensure compliance with 2 C.F.R. § 200 (Uniform Administrative Requirements), the following terms apply:

- a. Change Orders & Modifications
 - i. Written Authorization: All changes to scope, cost, or schedule require a formal written Amendment. For federally funded projects, amendments shall not exceed the agreed upon price of the original cost proposal without prior written justification and Navajo Nation approval.
 - ii. Notice of Delay: Consultants must notify the Navajo Nation in writing within five (5) business days of identifying any potential delay, providing a revised recovery schedule.
- b. Overhead & Audit Requirements
 - i. Allowable Overhead: Proposed overhead rates must align with the firm's federally approved indirect cost rate. If no such rate exists, firms must clearly state this and submit their proposed overhead rate for review.
 - ii. Audit Access: Firms must maintain financial records and overhead documentation for six (6) years following project completion. Records must be made available for audit by Navajo Nation or federal authorities upon request.
 - iii. Ineligible Costs: Indirect costs are non-reimbursable unless specifically permitted by the federal grant (e.g., certain ARPA funds may prohibit indirect expenses).
- c. Federal Protections
 - i. Whistleblower Protection: In accordance with 41 U.S.C. § 4712, the Consultant shall not discriminate against an employee for disclosing evidence of gross mismanagement or waste of federal funds under this contract.

B. Review, Evaluation, and Award

1. Preliminary Screening

NNDCD will verify all submissions upon receipt. Proposals will be rejected as non-responsive if:

- a. They are received after the specified deadline.
- b. They fail to meet the mandatory submission and formatting requirements in Section III.

2. Evaluation Scoring

- a. Proposals will be evaluated based on the criteria in Section IV. A **minimum score of 150 points** is required to be considered a qualified candidate for selection.

3. Contract Award & Task Orders Selection:

Upon selection, NNDCD will enter into contract negotiations. Failure to reach an agreement on billing rates or terms may result in the cancellation of the offer.

- a. **Compliance:** Award is contingent upon the firm's full compliance with **Navajo Nation laws**, including applicable professional licensing and tax requirements.
- b. **Notice to Proceed:** No work shall begin until a contract is fully executed and a formal **Notice to Proceed** is issued.
- c. **Project Execution:** For specific project needs, NNDCD will issue a **Statement of Work (SOW)**. The firm and NNDCD will negotiate fees based on the established billing rates. Work will commence only after a **Task Order** is approved and signed.
- d. **Coordination:** The lead firm is responsible for all coordination with sub-consultants and ensuring all work meets professional standards and tribal regulatory concurrence.

SECTION IV – Proposal Outline and Evaluation Criteria

Proposals must be organized according to the following outline. NNDCCD will score each section based on the firm's ability to demonstrate technical competence, cultural proficiency, and administrative reliability.

Note: Firms will be evaluated solely on the disciplines they have identified in their proposal. No points will be deducted for excluding services not offered by the firm.

A. Qualifications of the Firm (Admin & Technical Capacity)

Firms must demonstrate the administrative and technical capacity to manage IDIQ/On-Call services.

1. **Capability Statement:** A narrative demonstrating the firm's ability to mitigate risk, control costs, maintain high-quality work standards, and adhere to strict project schedules. Include a specific statement on safety record, QA/QC processes, and surge capacity (how the firm manages multiple simultaneous task orders).
2. **Organizational Structure:**
 - **Org Chart:** A chart identifying the Prime Consultant and all sub-consultants, clear lines of communication, and designated Project Manager.
 - **Staffing Matrix:** A table listing key personnel, their primary office location, and a checkbox for Navajo Language Proficiency (Diné Bizaad).
3. **Professional Resumes:** Detailed resumes for all key personnel (in-house and sub-consultants) highlighting professional qualifications, relevant experience, current availability, and Specific knowledge of Navajo Nation, AZ, NM, UT, HUD, and BIA regulations.
4. **Cultural & Governance Proficiency:**
 - **The "164 Process":** Describe the firm's direct experience or strategy for navigating the Navajo Nation's Section 164 review process to ensure timely contract/document execution.
 - **Community Engagement:** Examples of the firm's ability to respect Navajo cultural values and navigate the Navajo Nation's administrative and governmental processes.
5. **Licensing & Legal Standing:**
 - **Multi-State Licensing:** Confirmation of active licenses for professional engineering, architectural, and/or land surveyor seals for Arizona, New Mexico, and Utah as required for individual projects.
 - **Legal History:** A summary of any civil or criminal claims, judgments, or suits filed against the firm within the last ten (10) years.
 - **Navajo Nation Partnerships:** Documentation of current partnerships with a Navajo Nation Department, Divisions or Enterprises.
6. **Certificate of Good Standing:**
 - **Provision or verification of a valid Certificate of Good Standing** from the firm's state(s) of incorporation and/or the Navajo Nation Business Regulatory Department to prove valid legal operations.

B. Relevant Experience & References

Evidence of successful, high-quality past performances on similar projects.

1. **Similar Project History:** A summary of projects completed within the last five (5) years involving on-call services, infrastructures, or community planning within the Navajo Nation or similar tribal/rural environments.
2. **Personnel Continuity:** To ensure the team proposed is the team that delivers, firms should

emphasize projects managed by personnel currently on staff. Experience gained by individuals at prior firms should be clearly noted as "Individual Experience" within their resumes.

3. References: Provide three (3) professional references from the last ten (10) years. Include name, title, company, phone, and email. The Firm must inform the references about their inclusion in the RFP so that they can stand ready for the NNDCD contact. If a reference is unavailable or unwilling to act as a reference, the Firm must work with the prospective candidate to identify alternatives prior to the quote submission deadline. The NNDCD will seek three (3) unique reference feedback for each candidate.
 - *Note: If your firm has not performed "On-Call" services specifically, you may submit project-specific references that demonstrate a broad range of the services requested in Section III.*

C. Project Understanding and Technical Approach

Firms must demonstrate a deep comprehension of the unique environment within the Navajo Nation.

1. Technical Approach to IDIQ: Describe the specific strategy for delivering multi-disciplinary services (Planning, Arch/Eng, and PM) under an On-Call framework. Emphasize how the firm ensures responsiveness and flexibility when task orders are issued on short notice.
2. Tribal Governance Navigation: Detail the firm's strategy for identifying, understanding, and ethically navigating the complex political landscape, Tribal Council processes, and stakeholder interests inherent in Navajo Nation tribal governance and community-based projects.
3. Navajo Team Integration and Partnership Plan (For Non-Local / No Priority Firms): Firms that do not possess immediate internal expertise in Navajo traditional law or tribal governance must submit a documented integration strategy. This plan must explicitly detail how the firm will partner with local certified sub-consultants, secure fluent Navajo (Diné Bizaad) translators, or onboard tribal governance advisors to successfully navigate Chapter and Tribal Council frameworks during task order execution

D. Proximity and Resources

Demonstration of ability to operate within the required geographical area.

1. Geographic Accessibility: Demonstrate the team's ability to provide personnel for on-site meetings at the NNDCD office in Window Rock, AZ, within one (1) business day's notice.
2. Regional Visual Aids: Provide a map plotting all office locations and key personnel distribution relative to the five Navajo Agencies (Central, Eastern, Ft. Defiance, Northern, and Western).

E. Supplemental Information (Optional)

Firms may provide additional information, such as innovative project management tools, specialized certifications, or unique tribal experience, that provides further insight into the team's value to NNDCD.

1. Preferred Region of Work: Clearly identify the specific geographic regions or agencies within the Navajo Nation where the firm prefers to provide services.
2. Page Limit: This section is limited to one (1) page.

SECTION V – Evaluation Criteria and Selection Process

A. Evaluation Categories

Proposals will be evaluated on a 200-point scale based on the following criteria:

1. Qualifications of the Firm | 50 Points / 25%

Evaluates the firm's stability, legal standing, and technical "bench strength."

- **Administrative & Technical Capacity (15 pts):** Strength of the capability statement; proven ability to manage costs and strict IDIQ schedules.
- **Key Personnel & Resumes (15 pts):** Depth of experience of the specific team members; Navajo language proficiency; and multi-state licensing (AZ, NM, UT).
- **Organizational Structure (10 pts):** Clarity of the team hierarchy and the strength of the Prime/Sub-consultant relationship.
- **History & Partnerships (10 pts):** Assessment of legal history and the strength of existing Navajo Nation departmental partnerships.

2. Relevant Experience & References | 50 Points / 25%

Evaluates past performance specifically in rural/tribal "On-Call" environments.

- **IDIQ/On-Call Performance (25 pts):** Demonstrated success in managing multiple simultaneous task orders in tribal or rural settings.
- **Personnel Continuity (15 pts):** Verification that the people doing the work now are the ones who led the successful past projects.
- **Past Performance References (10 pts):** Quality and relevance of feedback from the three provided professional references.

3. Project Understanding & Cultural Sensitivity | 60 Points / 30%

The most critical qualitative section for navigating the Navajo Nation landscape.

- **Technical Approach to IDIQ (20 pts):** How well the firm understands the "On-Call" workflow and their strategy for multi-disciplinary coordination.
- **K'é and Diné Bi Beenahaz'áanii (Navajo traditional law and values) (20 pts):** Evidence of the firm's direct knowledge OR a committed framework within their Navajo Team Integration Plan demonstrating how traditional values will be respected and integrated into professional deliverables and community interaction
- **Governance & Tribal Frameworks (20 pts):** Depth of institutional knowledge regarding Chapter Houses and Tribal Council processes, OR a verified sub-consulting/advisory structure ensuring the ethical navigation of the Navajo political landscape.

4. Proximity, Resources & Interview | 40 Points / 20%

Evaluates the firm's ability to be "boots on the ground" when needed and their live presentation performance.

- **Response Time & Accessibility (5 pts):** Ability to meet the 24-hour notice requirement for meetings in Window Rock.
- **Resource Distribution (5 pts):** Evaluation of office locations and the use of branch/home office support to ensure project continuity.

- **Interview & Real-Time Scenario (30 pts):** Assessment of the proposed project manager and key leads during the oral interview, focusing on communication, tribal project approach, and immediate problem-solving capabilities.

5. Bonus Points | 1 Point

- **LEED Certified Agencies (1 pt):** Bonus point awarded to firms holding valid LEED agency credentials or displaying sustainable design expertise.

B. Point Allocation

Proposals will be evaluated based on a 200-point scale (plus 1 available bonus point). The weight of each section is as follows:

- Qualifications of the Firm: 50 Points (25%)
- Relevant Experience & References: 50 Points (25%)
- Project Understanding & Cultural Sensitivity: 60 Points (30%)
- Proximity and Resources, & Interview: 40 Points (20%)
- Total Base Score: 200 Points (100%)
- LEED Certification Bonus: 1 Point

IMPORTANT SELECTION THRESHOLDS:

1. **Minimum Qualification:** Firms must achieve a total score of 150 points (75%) to be considered for the IDIQ pool.
2. **Cultural Floor:** Regardless of the total score, NNDCD reserves the right to disqualify any proposal that scores below 42 points (70%) in the Project Understanding and Cultural Sensitivity category. For "No Priority" firms, compliance with this floor will be evaluated based on the viability, contractual commitments, and strength of their submitted Navajo Team Integration and Partnership Plan

C. Navajo Nation Business Priority Selection

In strict accordance with the Navajo Nation Business Opportunity Act (NBOA) and the Navajo Nation's Procurement Act and Regulations. NNDCD will utilize a tiered, preference-based evaluation process for all IDIQ submissions.

1. Priority Status Certification & Labeling

1. **Certification Required:** Proposers claiming Priority 1 or Priority 2 status must hold current, valid certification from the Navajo Nation Business Regulatory Department.
2. **Labeling Requirement:** Proposers must clearly label the exterior of their submission envelope/package with their certified status: "Priority 1," "Priority 2," or "No Priority."
3. **Failure to Label:** Submissions not labeled, or incorrectly labeled, will be treated as "No Priority" and considered only after all properly labeled priority submissions are exhausted.

2. Tiered Review Process:

1. **Phase 1 (Priority 1):** NNDCD will open, evaluate, and score only Priority 1 proposals first.
2. **Phase 2 (Priority 2):** If, after Phase 1, the needs of the IDIQ are not fully met, Priority 2 proposals will be opened and evaluated.
3. **Phase 3 (No Priority):** If, after evaluating Priority 1 and 2, a sufficient number of certified firms have not achieved the minimum technical score of 150 points to fulfill the IDIQ scope, NNDCD will open "No Priority" proposals.

3. **Final Selection and Award:** NNDCD will establish the final IDIQ pool from the highest-ranked qualified firms across all submission categories that meet or exceed the 150-point technical threshold. No compliant proposals will be returned unopened.

The Navajo Nation reserves the right to terminate this RFQ at its sole discretion, regardless of whether responsive statements are received from responsible Offerors.

SECTION VI – RFQ Exhibits

The following exhibits are being provided:

- Exhibit A: Office of Navajo Tax Commission Public Ruling Regarding Reimbursement for Actual Expenses and Mileage
- Exhibit B: Navajo Nation Certification Regarding Non-Collusion
- Exhibit C: Navajo Nation Certification Regarding Debarment, Suspension, Contracting Eligibility
- Exhibit D: Navajo Nation Responsibility for Subcontractor and Responsibility for Subcontractors Exhibit 1
- Exhibit E: Current W-9 Form, signed and completed
- Exhibit F: Rate Table (will be issued at a later date via an official addendum)
- Exhibit G: Copy of Master Contract

[End of Request for Qualifications]

Public Ruling

Navajo Sales Tax

Reimbursement for Actual Expenses and Mileage

A ruling has been requested regarding the application of the Sales Tax to reimbursement for actual expenses incurred by consultants or other professionals providing services within the Navajo Nation.

In general, service providers will invoice their customers for actual expenses incurred, such as hotel, meals, copies, etc. So long as the invoiced amount is simply reimbursement for actual expenses, the Sales Tax does not apply to such reimbursements, as there are no actual gross receipts paid to the service provider.

If the service provider charges a fee that is higher than the actual expense, for example, charging 50¢ per page for copies when the actual cost to the provider is 10¢, the entire amount is taxable under the Sales Tax.

When a service provider receives payment for mileage from the customer at or below the approved CONUS rate, as found in 41 CFR 301, this payment is not subject to the Sales Tax, as it constitutes reimbursement for actual expenses. However, if the service provider bills the customer for the time spent traveling, this payment is taxable, since it is simply gross receipts paid to the service provider.

This ruling shall remain in effect, until withdrawn by the Office of the Navajo Tax Commission or superseded or rendered invalid by a change in statute or regulation.

If you have any questions, please contact the Office of the Navajo Tax Commission at (928) 871-7113.

Issued this 24th day of December, 2012



Martin E. Ashley, Executive Director

Office of the Navajo Tax Commission

NAVAJO NATION CERTIFICATION
Regarding Non-Collusion

 Consultant/Project Name

 Work Location

In accordance with Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, Applicant, in either its present form or in any other identifiable capacity, certifies and acknowledges the following:

1. Applicant is submitting an offer that is genuine and not collusive or a sham to the Navajo Nation for the above-named Project;
2. Applicant is fully informed regarding the preparation and required content of its offer, including all pertinent circumstances governing submission of its offer to the Navajo Nation;
3. Applicant has in no way colluded, conspired; connived; or agreed, directly or indirectly, with any other entity, offeror, or person regarding the proposed contract for the Project, to:
 - a. submit a sham offer to the Navajo Nation, or
 - b. refrain from submitting an offer to the Navajo Nation;
4. Applicant has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, offeror, or person, to:
 - a. fix any price or fee relating to its offer or of any other entity, offeror, or person, or
 - b. fix any price, overhead, profit, reimbursement, or cost element of its offer, or that of any entity, offeror, or person;
5. Applicant has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, offeror, or person interested in the proposed contract for the Project;
6. that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
7. all statements set forth herein, and in its offer submitted to the Navajo Nation, are true; and
8. that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.

 Applicant Name

 Printed name individual signing on Applicant's behalf

 Applicant Address

 Title of individual signing on Applicant's behalf

 Applicant Address

 Signature of individual signing on Applicant's behalf

 Applicant Address

 Date

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and Contracting Eligibility

 Consultant/Project Name

 Project/Work Location

1. Applicant acknowledges, in accordance with the Navajo Nation Procurement Act, 12 N.N.C. §§ 301 *et seq.*, as amended from time to time, to the best of its knowledge, that Applicant, in either its present form or in any other identifiable capacity, has not:
 - a. been convicted in any jurisdiction of the commission of a criminal offense incident to obtaining, or attempting to obtain, a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - b. been convicted in any jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, which currently, seriously, and directly affects responsibility as a Navajo Nation contractor;
 - c. been convicted in any jurisdiction under any antitrust statute arising out of the submission of offers;
 - d. violated contract provisions, such as having:
 - i. deliberately failed, without good cause, to perform in accordance with the contract specifications, purchase descriptions, or within the time limit provided in the contract; or
 - ii. a recent record of failure to perform, or of unsatisfactory performance, with the terms of any contract;
 - e. engaged in any other cause so serious and compelling as to affect Applicant's responsibility as a Navajo Nation Contractor, including debarment or suspension by the Navajo Nation or another government.
2. Applicant certifies that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Applicant acknowledges that, if the Navajo Nation determines that this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds to terminate the procurement award or executed contract and pursue other legal remedies, at the Navajo Nation's discretion.
4. Applicant certifies that, to the best of its knowledge, 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. §§ 1501-16 and 5 N.N.C. §§ 201-380.
5. Applicant 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

 Printed name individual signing on Applicant's behalf

 Applicant Address

 Title of individual signing on Applicant's behalf

 Applicant Address

 Signature of individual signing on Applicant's behalf

 Applicant Address

 Date

NAVAJO NATION CERTIFICATION
Responsibility for Subcontractors

 Consultant/Project Name

 Work Location

In accordance with Navajo Business Opportunity Act, 5 N.N.C. §§ 201-15, Applicant, in either its present form or in any other identifiable capacity, certifies and acknowledges the following:

1. Applicant has submitted/is submitting an Offer to the Navajo Nation for the above-named Project;
2. the signatory below is authorized to represent the Applicant for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. as of the date of signature below, said Applicant intends to use the subcontractors listed on the attached document, titled "Exhibit 1", for the above-named Consultant/Project;
4. none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the United States federal government, any state government, or the Navajo Nation;
5. none of the subcontractors are debarred, suspended, otherwise slated for debarment, ineligible and/or excluded from participation on any government contracts, including but not limited to federal, state, and tribal government contracts;
6. none of the subcontractors are, nor have they been, under criminal indictment or civilly charged by a governmental entity for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property, or other criminal offenses in the administration of a government contract;
7. none of the subcontractors have been terminated for cause or convenience by a governmental entity in the administration of a government contract; and
8. Applicant shall assume all legal responsibility for the work of all subcontractors on the Consultant/Project, including performing all subcontractors' duties as necessary or replacing any subcontractors as necessary in keeping with Navajo Nation laws, in order to guarantee Applicant is submitting an offer that is genuine and not collusive or a sham to the Navajo Nation.

 Applicant Name

 Printed name individual signing on Applicant's behalf

 Applicant Address

 Title of individual signing on Applicant's behalf

 Applicant Address

 Signature of individual signing on Applicant's behalf

 Applicant Address

 Date

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. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ 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. ☐ 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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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 ☐	
	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:

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

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

Sign Here	Signature of U.S. person	Date
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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.

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

Rate Table: This will be issued at a later date via an official addendum.



SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND



Consultant's Legal Name as shown on Form W-9 & Certificate of Insurance

Consultant's physical address, state, and zip code

Consultant's telephone number

Navajo Nation Administrative Purposes Section

The Parties acknowledge that the terms within this section, while referenced in the Contract, are noted here for Navajo Nation administrative purposes only. Except for the Begin Date, End Date, and Original Contract Amount, changes to the terms shown within this box do not require Modification of this Contract.

Contract Number: _____

Begin Date: ☐ Date OOC Contract Letter

OR ☐ Specific Date: _____

Select one

End Date: ☐ Specific Date: _____

OR ☐ _____ months from Begin Date

Select one

Payments to be made from:

Account: _____ - _____

Account: _____ - _____

Account: _____ - _____

Amount to Encumber

Fees: \$ _____

Expenses: \$ _____

Taxes: \$ _____

Original Contract Amount: \$ _____

Employer Identification No./Consultant's SSN: _____

this number must match Form W-9

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. Documents Constituting the Contract. The following Contract Documents are considered collectively the Contract, and the term Contract, whenever used, shall be deemed to include all such documents:

- .1 this Services Contract;
- .2 Exhibit A – Scope of Work;
- .3 Exhibit B – Budget & Accounting Codes;
- .4 Exhibit C – Consultant Additional Terms & Conditions, if provided; and if applicable
- .5 Exhibit D – _____; and
- .6 Exhibit E – _____.

2. Entire Agreement. The **PARTIES** acknowledge and agree that the provisions contained in this Contract constitute the complete understanding of the **PARTIES** and that there are no promises or representations between the **PARTIES** other than those set forth herein.

3. **Identification of Services.** The **CONSULTANT** agrees to perform the services as described in Exhibit A – Scope of Work (“Work”). Any changes to the Work must be agreed to by the **PARTIES** in a Modification executed pursuant to the requirements of this Contract.
4. **Contract Number.** After this Contract’s execution, the Office of the Controller (“OOC”) shall assign this Contract a Contract Number, which it shall provide to the **PARTIES** via Notice (“OOC Contract Letter”). Additionally, the Contract Number shall be shown in the Navajo Nation Administrative Purposes Section on page 1 of this Contract (“Administrative Purposes Section”), once established.
5. **Contract Term.** The Contract Term is the duration for which this Contract shall remain in effect and shall last from the Effective Date, inclusive of the Begin Date, until the End Date. No change to the Contract Term, including either the Begin Date or End Date, is effective without a Modification executed pursuant to the requirements of this Contract.
 - .1 **Effective Date.** The Effective Date of this Contract shall be the date of execution by the Navajo Nation President, or other branch chief if executed by the Judicial or Legislative Branch, (“Navajo Nation Signatory”) as shown in the signatures of this Contract.
 - .2 **Begin Date.** The Contract Term’s Begin Date shall be the date of issuance of the OOC Contract Letter as described in Article 4 above, unless another date is indicated in the Administrative Purposes Section.
 - .3 **End Date.** The Contract Term’s End Date shall be the date indicated in the Administrative Purposes Section. This Contract shall expire on the End Date unless terminated earlier.
6. **Compensation.**
 - .1 **Original Contract Amount.** The **NATION** shall compensate the **CONSULTANT** for the Work performed under this Contract by paying a sum not to exceed \$_____ (“Original Contract Amount”), as detailed in Exhibit B – Budget & Accounting Codes, which includes the applicable Navajo Nation and local government sales tax amounts for Work performed within the territorial jurisdiction of the **NATION**, as described in Article 23 below.
 - .2 **Full consideration.** The **CONSULTANT** hereby acknowledges and agrees that payment of the Original Contract Amount constitutes full and adequate consideration for all Work fully and satisfactorily performed and for all applicable taxes, permit fees, licensing fees, registration fees, surety costs, insurance, or any other expenses necessary or convenient for the **CONSULTANT** to perform under this Contract.
7. **Authorized Representatives.** The **CONSULTANT** shall work with the _____ (Contracting Program), in performing Work under this Contract and shall at all times be under the direction of the **NATION’S** Authorized Representative. The Authorized Representative for the **PARTIES** are named below:

Navajo Nation Authorized Representative

Name

Title

Phone

E-mail

Mailing Address

Consultant's Authorized Representative

Name

Title

Phone

E-mail

Mailing Address

- .1 **Supervision.** Only the **NATION'S** Authorized Representative, or someone formally delegated in writing by the **NATION'S** Authorized Representative via Notice, may assign tasks related to the Work under this Contract. No cooperative, joint supervision, or joint approval authority involving person(s) other than the **NATION'S** Authorized Representative, whether **NATION** employee or other person(s), shall be permitted unless through a Modification to this Contract that sets forth the extent of decision-making, supervision, and approval authority of the **NATION'S** Authorized Representative and such other person(s).
- .2 **Change of Representative.** Either **PARTY** may change its Authorized Representative provided in this Article without a Modification to this Contract by sending Notice pursuant to this Contract.

8. Licenses & Registration Required.

- .1 **Business registration required.** The **CONSULTANT** shall be licensed and registered to do business within the Navajo Nation, as is applicable to the business structure. All documents regarding such registration shall be provided to the **NATION** prior to the execution of this Contract and must be active and valid for the Contract Term. The **CONSULTANT** shall immediately notify the **NATION** if such registration is suspended, revoked, expired, or otherwise not in effect.
- .2 **State License.** When applicable for the Work to be provided under this Contract, the **CONSULTANT** shall hold, in the state where the Work is performed, a current and valid license from the appropriate State Licensing Board or Agency, which license is customarily maintained in the industry. Said License must be maintained as active and current for the entire Contract Term. The **CONSULTANT** agrees to immediately notify the **NATION'S** Authorized Representative if such license is suspended, revoked, expired, or otherwise not in effect.
- .3 **Documentation required.** The **CONSULTANT** must submit written documentation of all required licenses and registrations to the **NATION'S** Authorized Representative. The **NATION** may terminate this Contract for material breach if the **NATION** determines that the **CONSULTANT** has failed to submit the required documentation.
- .4 **Licensed and registered subcontractors required.** Any subcontractors used by the **CONSULTANT** in its Work shall be duly registered and licensed to practice their professions in the Navajo Nation and in the State where the work is performed. Use of unregistered or unlicensed subcontractors shall constitute a material breach, and the **NATION** may terminate this Contract.

9. Pre-Contract Costs.

The **NATION** may, within its own discretion, pay costs incurred before the Effective Date of this Contract that the **NATION** deems reasonable, allowable, and allocable to the performance of Work under this Contract provided that such costs are not are not paid under any other contract between the **CONSULTANT** and the **NATION**.

10. Reimbursable Expenses.

The **CONSULTANT** may incur reimbursable expenses in connection with providing Work under this Contract, provided however, that: (1) the total amount of reimbursable costs is included within the Budget and noted as part of the Original Contract Amount; and (2) the **NATION** shall authorize all reimbursable expense in writing, in advance of the cost incurred. The **CONSULTANT** shall not receive reimbursement for expenses in excess of the Original Contract Amount. All reimbursable expenses shall be compensated at the **CONSULTANT'S** actual cost incurred with no addition of administrative fee or profit.

11. Travel Expenses.

The **CONSULTANT** may incur reasonable travel expenses in connection with providing services to the **NATION** under this Contract; For such travel expenses to be eligible for reimbursement pursuant to Article 10, the **NATION'S** Authorized Representative must approve the travel in writing before said expenses are incurred.

12. Invoice Requirements; Copies.

- .1 **Contract Number Required.** The **CONSULTANT** shall include the Contract Number on all invoices for payment it submits to the **NATION**.
- .2 **Payment Approval Required.** No payment shall be authorized or remitted to the **CONSULTANT** unless the **NATION'S** Authorized Representative approves in advance and in writing the Work performed and has approved the corresponding invoice(s) submitted by the **CONSULTANT**. All invoice expenditures must be supported by receipts evidencing verification and itemization of Work provided to the **NATION**.
- .3 **Final Invoice.** The **CONSULTANT** shall submit the final invoice(s) no later than thirty (30) calendar days following the expiration or termination of this Contract.
- .4 **Copies.** Copies of all Work Product, documents, reports, related correspondence, invoices, and other information or documents regarding the Work under this Contract shall be provided to the **NATION'S** Authorized Representative no later than thirty (30) calendar days following the expiration or termination of this Contract.

13. Correspondence; Notices.

- .1 **Correspondence.** All correspondence relating to this Contract sent by either **PARTY** to the other shall be sent by e-mail to the **PARTY'S** Authorized Representative.
- .2 **Notices.** Any Notice relating to this Contract sent by either **PARTY** to the other shall be sent in writing by e-mail to the **PARTY'S** Authorized Representative, copying NNDOJ.Notice@navajo-nsn.gov, with a second, paper copy, hand delivered or physically mailed to the **PARTY'S** address via certified or registered United States Postal Service mailing with return receipt requested.
- .3 **Correspondence and Notice served.** Correspondence and Notice shall be deemed duly served to the receiving **PARTY** as of, whichever is earlier: (a) if e-mailed, the first business day immediately following its transmittal; (b) if hand delivered, when delivered in person to the **PARTY'S** Authorized Representative or to a member or officer of the **CONSULTANT**; and (c) if sent by certified or registered mail, the confirmed delivery date by the United States Postal Service.

14. Availability of Funds.

- .1 **Appropriations required.** Pursuant to 2 N.N.C. § 223, all contracts shall have sufficient funds available to perform the services under this Contract. The obligation of the **NATION** to pay the **CONSULTANT** the entire Original Contract Amount, or any portion thereof, or any amounts under all Modifications to this Contract, shall be contingent upon the availability of funds, from whatever source.
- .2 **Termination for non-appropriations.** Pursuant to the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, and the Navajo Nation Procurement Rules and Regulations, BFMY-07-23, as may be amended from time to time ("Procurement Act and Regulations"), if funds adequate to support continuation of performance under this Contract are not appropriated, or are otherwise unavailable, for any reason and any fiscal period subsequent to the period for which this Contract is entered into, then the **NATION**, at its sole discretion, may terminate this Contract.
 - .1 **Effective date of termination.** If such non-appropriation occurs, the **NATION** shall terminate this Contract for non-appropriation by giving the **CONSULTANT** immediate Notice of such early termination, which will be effective the same date as the law or order making the non-appropriation, and the **CONSULTANT** may be paid only for the reasonable value of any non-recurring costs incurred as a direct result of the Work performed under this Contract up to the date of termination depending upon the source of funding for this Contract and any other available funding at that time, solely within the **NATION** discretion.

.2 NATION'S decision is final. The **NATION'S** decision as to whether sufficient appropriations or authorizations are available is final and shall be accepted by the **CONSULTANT**.

.3 Non-appropriation includes. In this Contract, the term "non-appropriate" or "non-appropriation" includes the following actions by the Navajo Nation Council: deauthorization, reauthorization, or revocation of a prior authorization.

15. Ownership & Use of Work Product.

.1 Navajo Nation Ownership of Work Product. The **CONSULTANT'S** intangible and tangible Work Product, intellectual property, and creative work provided pursuant to this Contract, which is embodied in any medium of expression, now known or later developed, such as, without limitation, notes, studies, surveys, estimations, plans, designs, handouts, presentations, digital models, websites, and other similar materials, including the overall form as well as the arrangement and composition of spaces and elements in the medium, is and shall remain the sole property of the **NATION**. With respect to such, the **NATION** shall have unlimited rights to any work product used or developed by **CONSULTANT** in the delivery of Work for its internal use only and shall not sell, transfer, market, or otherwise distribute any originals or copies thereof to any third party. As to all persons other than the Navajo Nation, such Work Product is an Instruments of Service of the **NATION**.

.2 No Claims by Consultant. The **CONSULTANT** shall not own or claim a copyright in such Work Product, and, unless otherwise indicated herein, the **NATION** shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b); with respect thereto, the **CONSULTANT** agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws.

.3 Limitation on Use. The **CONSULTANT** is granted a limited license to use and reproduce applicable portions of the Work Product and other Contract Documents appropriate to, and for use in, the execution of the Work. The **CONSULTANT** may retain for its records one copy of the Work Product for use solely with respect to the Work under this Contract, and which shall not be used by the **CONSULTANT** on other projects or for additions to the Work under this Contract that is outside the Work without the prior written consent of the **NATION**. All copies of such Work Product, except the **CONSULTANT'S** record set, shall be returned or suitably accounted for to the **NATION**, upon request, at the expiration or termination of this Contract.

16. Navajo Nation Intellectual Property.

.1 Ownership. The **CONSULTANT** agrees and acknowledges that the **NATION** owns its own intellectual property, regardless of form, independent of this Contract, including its family of Trademarks, such as those containing the word "NAVAJO;" and further agrees that it will do nothing inconsistent with or infringing upon such ownership. The **CONSULTANT** agrees that nothing in this Contract shall give **CONSULTANT** any right, title, or interest in any intellectual property of the **NATION**, and agrees that it will not attack the title of the **NATION** to any of its intellectual property.

.2 Separate Trademark License Required. The **CONSULTANT** agrees that prior to any use of a **NATION** trademark, it will enter into a separate License Agreement with the **NATION**, approved by the Navajo Nation Department of Justice ("NNDOJ"), regardless of the use's connection with this Contract. Failure to do so shall be cause for the **NATION** to terminate this Contract for breach.

.3 Publicity. The **CONSULTANT** shall be permitted to use, without need for prior written permission or a License Agreement, the **NATION'S** name in client lists, proposals, and other non-public communications. The **CONSULTANT** shall not be permitted to use the **NATION'S** name in advertising, sales promotion, or publicity matter without the prior written consent of the **NATION**.

17. Record Retentions; Right to Inspect. Consistent with the Procurement Act and Regulations, the **CONSULTANT**

shall keep and maintain books, records, documents, and other materials related to this Contract for a period of five (5) years from the date of issuance of final payment. The **CONSULTANT** agrees that the **NATION** may, after issuing a Notice of Inspection/Audit to the **CONSULTANT**, inspect the **CONSULTANT'S** work site and place of business that is related to the performance of Work under this Contract and may audit any such documents and records at a mutually agreeable time during the Contract Term and in the five (5) year period following final payment.

The **CONSULTANT** agrees to have an authorized individual execute and have notarized a release authorizing the **NATION** to release the **CONSULTANT'S** ledgers, books, records, documents, or other materials related to the performance of Work under this Contract should such information be required by a governmental agency under an agreement with the **NATION** for purposes of an audit by such agency of such documents and records. The **CONSULTANT** agrees that said executed release shall constitute permission for the disclosure of otherwise protected information pursuant to the Navajo Nation Privacy Act, 2 N.N.C. § 85(A)(5)(d) and 2 N.N.C. § 86(C), as may be amended from time to time.

18. Indemnification. To the fullest extent permitted by law, the **CONSULTANT** agrees to hold harmless and indemnify the **NATION** and its divisions, departments, offices, agencies, boards, commissions, committees, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, accidents or injury to person or property, attorney's fees, or other liabilities whatsoever (collectively, "Claims"), for any injury, illness, disease, or death to persons and for any damage to **NATION** property arising under, related to, or in connection with this Contract except to the extent such Claims, as provided for and in accordance with the Navajo Nation Sovereign Immunity Act ("NNSIA"), 1 N.N.C. §§ 551-55, as may be amended from time to time, are directly caused by the gross negligence or wanton and willful conduct of the **NATION**, its officials or its employees.

19. Consultant is an Independent Contractor. The **CONSULTANT** shall perform and conduct all activities under this Contract as a private independent contractor and neither **CONSULTANT** nor its employees are, or shall be considered, employees of the **NATION** employees or receive any benefits to which the Navajo Nation's employees are entitled.

.1 Responsibilities as Independent Contractor. 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 Work will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the Work; (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. 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.

.2 No Employment Taxes. The **CONSULTANT** is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Article 23 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.

20. Partners, Successors, Subcontractors. All provisions, conditions, and covenants contained in this Contract shall extend to and be binding upon each of the **CONSULTANT'S** successors, heirs, assigns, executors, administrators, employees, officials, and agents, including all of the **CONSULTANT'S** subcontractors, and the term "Consultant," whenever used herein or in any other Contract Document, attachment, or exhibit, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees, designees, consultants, officials, agents, and subcontractors.

21. No Third-Party Beneficiaries. Notwithstanding any provision of Navajo Nation law, whether codified or

uncodified, or any Navajo Nation common or fundamental law, no provision of this Contract shall be construed as conferring any rights to, and may not be invoked by or for the benefit of, any other person or entity that is not one of the signatory **PARTIES**.

22. Assignments Restricted. The **CONSULTANT** shall not in any manner whatsoever assign, convey, transfer, or sublet any rights to this Contract or any interest therein, any Work under this Contract, or any monetary claims against the **NATION** relating to this Contract, without the prior written consent of the **NATION**. Any attempted assignment without such prior consent shall be void; said consent may be granted, granted upon conditions, or withheld at the **NATION'S** sole discretion.

23. Navajo Nation taxes. The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws and is subject to and shall be liable for payment of the Navajo Nation Sales Tax ("Navajo Sales Tax"), 24 N.N.C. §§ 601-24, as may be amended from time to time, and the Navajo Nation Sales Tax Regulations, Tax-18-233, as may be amended from time to time, at the then-prevailing rate, on gross receipts for all Work performed within the territorial jurisdiction of the Navajo Nation, 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 may be amended from time to time. In addition to being subject to Navajo Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for the 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. §§ 150-56, as may be amended from time to time.

- .1 Consultant responsibility.** The **CONSULTANT** is solely responsible for payment of all applicable taxes.
- .2 Identification of taxable activity.** The **CONSULTANT** shall segregate, on each invoice, the Work performed within and outside the territorial jurisdiction of the Navajo Nation, and shall itemize the Navajo Sales Tax within and outside the jurisdictions of governance-certified chapters that impose a local sales tax.
- .3 Withholding.** The **CONSULTANT** acknowledges and agrees that the **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Sales Tax and/or local sales tax due from the total invoice amount associated with Work performed within the Navajo Nation and within governance-certified chapters that impose a local sales tax, excluding Tuba City Chapter and Kayenta Township. The amount withheld reflects the Navajo Sales Tax and/or local sales tax due on such invoice amounts at the then-prevailing rate. The Navajo Nation shall transfer the withheld amount to the Office of the Navajo Tax Commission ("ONTC") as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**.
- .4 Filing and other payments.** The **CONSULTANT** shall indicate on its quarterly tax return or returns required for Navajo Sales Tax and/or local sales tax that this amount has been previously withheld and paid to ONTC. The **CONSULTANT** acknowledges that the **NATION'S** withholding of amounts pursuant to this Article in no way removes the **CONSULTANT'S** responsibility as a taxpayer for timely filing of tax returns and timely payment of amounts that the **CONSULTANT** may owe for taxes.
- .5 Other applicable taxes filing and payments.** The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for 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 To'Nanees'Dizi Local Government. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for 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.

24. Debts owed; Right to offset. The **CONSULTANT** acknowledges that pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§ 1501-16, as may be amended from time to time, the **CONSULTANT**, in its present

form or in any other identifiable capacity as an individual, business, corporation, partnership, or other entity, is eligible to do business with the **NATION**. The **CONSULTANT** further acknowledges and agrees that, at any time, if the **CONSULTANT** has an outstanding money judgment against it in favor of the **NATION** or there exists a delinquent accounts receivable debt for whatever reason that is due and owing to the **NATION** by the **CONSULTANT**, or other such related individual or entity, then the **NATION** may, upon due Notice to the **CONSULTANT**, offset its money claim against any amount owed for Work under this Contract.

25. Modifications. Any Modifications to this Contract shall be made only by a duly approved written amendment, signed and executed by the signatories of the **PARTIES** to this Contract. Unless explicitly delegated signatory authority in a separate, written instrument by the Navajo Nation Signatory, the **NATION'S** Authorized Representative is prohibited from executing Modifications to this Contract.

- .1 Prior approval required.** The **NATION'S** Authorized Representative shall determine that the Modification is reasonably related to the Work; all Modifications must be approved in writing by the **NATION'S** Authorized Representative prior to consideration and execution by the Navajo Nation Signatory.
- .2 Equitable Adjustment.** Any equitable adjustment to the Original Contract Amount or Contract Term resulting from changes to the Work that affect the **CONSULTANT'S** performance shall be made as a Modification to this Contract according to the fees, costs, reimbursements, or other payments as specifically described in this Contract.
- .3 20% Limitation if bid used.** If the Original Contract Amount is based on a bid as defined in the Procurement Act and Regulations submitted by the **CONSULTANT** and accepted by the **NATION**, pursuant to 2 N.N.C. § 223(F), all Modifications shall not exceed, in the aggregate, twenty percent (20%) of the accepted amount.
- .4 BRD approval required.** Regardless of whether the **CONSULTANT'S** selection was based on a submitted bid, pursuant the Navajo Nation Business Opportunity Act ("NBOA"), 5 N.N.C. §§ 206(F), as may be amended from time to time, any Modification that results in a cost increase greater than twenty percent (20%) of the Original Contract Amount or that substantially modifies the Work shall be subject to review and approval by the Navajo Nation Business Regulatory Department ("BRD") for compliance with the purpose of the NBOA. Should BRD determine a Modification is not compliant, then the Modification shall not be executed, and the content of the Modification solicited separately using competitive selection.

26. Termination. The **NATION** may terminate this Contract at any time upon ten (10) days advanced Notice to the **CONSULTANT**, in the event that the **CONSULTANT** breaches or fails to comply with any of the conditions of this Contract, provided that the **CONSULTANT** shall have thirty (30) calendar days to cure any breach or failure on which the **NATION** bases its decision to terminate.

- .1 Non-compliance or violation of laws.** The **NATION** may terminate this Contract for breach if the **NATION** determines in writing that the **CONSULTANT** has violated any applicable law or regulation regardless of such non-compliance or violation's connection with this Contract.
- .2 Falsification, lack of documentation.** The **NATION** may terminate this Contract for breach if:
 - .1** it determines that any statement or documentation regarding any licensing, business registration, insurance coverage, or debts owed, is false; or
 - .2** the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules in the reasonable, sole discretion of the **NATION**; or
 - .3** the **CONSULTANT** fails to submit to the **NATION** verification of invoices for payment to the satisfaction of the **NATION**.
- .3 Financial responsibility, solvency.** The **NATION** may terminate this Contract for breach if:

- .1 the **CONSULTANT** becomes insolvent, or its insolvency is imminent, or the **CONSULTANT** files for bankruptcy under any chapter of federal law; or
- .2 the provider of the **CONSULTANT'S** insurance is not solvent or its insolvency is imminent; or
- .3 the **NATION** receives notice that the **CONSULTANT** has failed to pay its employees, suppliers, consultants, subcontractors, or other ancillary firm(s) for any Work under this Contract.

.4 Debarment, suspension. The **NATION** may terminate this Contract if the **NATION** or any of its political subdivisions, enterprises, or other related entities, or if any federal or state governmental entity has for any reason debarred or suspended the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership, or other entity. Such debarment or suspension shall be considered effective notwithstanding any appeal, and shall be effective unless and until conclusively resolved in favor of the **CONSULTANT**.

.5 Termination for unsatisfactory Work; breach. The **NATION** may terminate this Contract if the:

- .1 the **NATION** determines in writing, at its own discretion, that the Work of the **CONSULTANT** does not satisfactorily comply with the terms of this Contract; or
- .2 the **CONSULTANT** is otherwise in breach of any material term or condition of this contract.

.6 Termination for Convenience. At its own discretion and pursuant to the Procurement Act and Regulations, the **NATION** shall have the right to terminate this Contract for its own convenience. In such cases, the termination shall be effective as of the date noted by the **NATION** in its Notice and the **CONSULTANT** shall not be able to cure such termination.

27. Right to Assurance. If at any time prior to the completion of Work, the **NATION** has reason to believe that the **CONSULTANT** does not intend to or is unable to complete the Work, the **NATION** may demand in writing that the **CONSULTANT** submits written assurance of intent to complete performance. Failure to provide such assurance within ten (10) business days shall be deemed a response that the **CONSULTANT** will not complete the Work and the **NATION** may terminate this Contract.

28. Insurance Coverage. The **CONSULTANT** shall, at its sole expense, procure and maintain adequate insurance coverage for all of the **CONSULTANTS** potential liabilities as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the Contract Term. The insurance coverage shall name the **NATION** as an additional insured, and proof of such insurance and verification by RMP shall be provided to the **NATION**. The **CONSULTANT** shall notify the **NATION'S** Authorized Representative and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515, within three (3) business days of any change in the insurance policy. The **CONSULTANT'S** failure to fully comply with this provision shall void this Contract. The **NATION** shall be responsible for purchasing and maintaining its usual liability insurance.

29. Governing Law.

- .1 Navajo Nation law governs.** Navajo Nation law governs the interpretation of this Contract. The **CONSULTANT** shall comply with all Navajo Nation laws now in force and effect or as hereafter may come into force and effect, and as they may be amended from time to time.
- .2 Navajo Preference in Hiring.** In the hiring of any employees (under an employer-employee relationship) who will perform Work primarily on the Navajo Nation, the **CONSULTANT** shall comply with all provisions of the Navajo Preference in Employment Act, 15 N.N.C. §§ 601-19, as may be amended from time to time.
- .3 Other laws.** The **CONSULTANT** shall comply with all laws and regulations of the United States applicable to the Work to be performed under this Contract.

30. Navajo Nation Jurisdiction. By voluntarily entering into and executing this Contract, the **CONSULTANT**

expressly consents to the full territorial, administrative, legislative, executive, and judicial jurisdiction of the Navajo Nation, including but not limited to, the jurisdiction to regulate, adjudicate disputes, and to levy fines or enter judgments for injunctive relief and/or compensatory and punitive damages, in connection with all activities conducted by the **CONSULTANT** within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation, regardless of an activity's relation to this Contract. The **CONSULTANT** hereby acknowledges and agrees that this Contract constitutes a voluntary consensual relationship between the **CONSULTANT** and the government of the Navajo Nation.

- 31. Sovereign Immunity.** Nothing in this Contract shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to any limited extent provided for in the NNSIA.
- 32. Dispute Resolution.** Any and all claims and 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**; then, if negotiation does not resolve a claim or dispute, the **NATION** may pursue legal action.
 - .1 Exclusive Remedy.** The dispute resolution provisions provided herein shall constitute the sole and exclusive remedy to any dispute or controversy arising from this Contract and shall be a complete defense to any suit, claim, action, or proceeding in any federal, state, or tribal judicial or administrative tribunal that falls outside the scope of these provisions.
 - .2 Post-termination; post-expiration.** Regarding any dispute or controversy arising from this Contract, the dispute resolution provisions herein shall survive the termination or expiration of this Contract.
 - .3 Challenges limited.** By entering into and executing this Contract, the **CONSULTANT** expressly covenants and agrees that it shall not contest or challenge the territorial, administrative, legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian tribal Nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the public's general health and welfare) over all lands, persons, activities, transactions, or occurrences within its territorial boundaries, or on any other basis.
- 33. Conflicting & Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract as Exhibit C – Consultant Additional Terms & Conditions ("Exhibit C"), provided that, however, in the event of any conflict between this Contract's Mutual Promises and Conditions and Exhibit C, the Mutual Promises and Conditions shall control and govern. Additionally, any additional terms and conditions not explicitly included in this Contract and that have not received explicit NNDOJ legal review and approval shall have no force or effect.
- 34. Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect.
- 35. Capitalized Words.** Capitalized terms in this Contract include those that are specifically defined in this Contract, the titles of numbered articles, or the titles of Exhibits or other documents incorporated into this Contract.
- 36. Designee inferred.** Use or reference to a **PARTY**, title, or department includes reference to any Designee authorized in writing to make any determination, give any approval, or take any other action required or permitted by the reference.

[Signature of the Contract on the next page]

NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

Signatures of the Contract

For the Consultant

For the Navajo Nation

Signature

Navajo Nation Signatory

Title

Title

Date

Date

EXHIBIT A – SCOPE OF WORK

ATTACH SCOPE OF WORK TO THIS PAGE
(include the Work timeframe)

EXHIBIT B – BUDGET & ACCOUNTING CODES

ATTACH THE BUDGET TO THIS PAGE

The budget total must equal the total shown in Article 6 of the Contract and elsewhere in the Contract Documents.

Also provide the Accounting Codes below:

<u>Account Number</u>		<u>Name</u>	<u>Item Totals</u>
_____	-	_____	_____
_____	-	Fees:	_____
_____	-	Expenses:	\$ _____
_____	-	Taxes:	\$ _____
Total Original Contract Amount			\$ _____

EXHIBIT C – CONSULTANT ADDITIONAL TERMS & CONDITIONS

Does the Consultant have additional terms and conditions to include in the contract? ☐ Yes ☐ No

IF YES, ATTACH CONSULTANT'S ADDITIONAL TERMS TO THIS PAGE

NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

EXHIBIT D – _____

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IF APPLICABLE, ATTACH EXHIBIT D DOCUMENTS TO THIS PAGE

.....

NAVAJO NATION SERVICES CONTRACT WITH: _____
Consultant's Name

EXHIBIT E – _____

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IF APPLICABLE, ATTACH EXHIBIT E DOCUMENTS TO THIS PAGE

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