

**SERVICES AGREEMENT BETWEEN THE PUEBLO OF JEMEZ Low Income
Home Energy Assistance Program (LIHEAP) AND Vendor**

This personal services agreement is hereby entered into between Vendor, Vendor Address, referred as the "Contractor" and the Pueblo of Jemez LIHEAP, hereafter referred to as "Pueblo of Jemez." The Pueblo of Jemez hereby agrees to pay the contractor for the delivery of propane to approved, qualified households, beginning October 1, 2013 ending March 30, 2014.

FEE:

The "Contractor" will charge (current price per gallon). If the cost of propane should increase or decrease at any time, the Pueblo of Jemez must be informed in writing prior to billing at the adjusted rate.

PAYMENT:

The Pueblo of Jemez LIHEAP will make every effort, however cannot guarantee, to pay the "Contractor", the total amount approved for each household prior to the delivery to be in compliance with the Contractor's "Cash on Delivery" policy. The payment checks will be mailed to the vendor at the above address within 30 days following the notification of approved clients. The "Contractor" will submit appropriate documentation (delivery receipt) upon completion of services. All delivery receipts must be submitted within 14 days of completion of contract.

INVOICES:

The parties agree that it is essential for accurate records to be maintained for each contractor rendering services for or on behalf of the Pueblo of Jemez. Therefore, invoices should detail the following:

- o Name and address of the Contractor
- o Invoice Date
- o Description, Quantity, unit price
- o Amount due
- o Name and address of official to whom Payment is to be sent
- o Name, title and phone number of person to be notified in event of defective invoice

Payment shall be due upon receipt of the invoice or the agreed upon billing cycle. In all cases, the Pueblo of Jemez will abide by the Prompt Pay Act (31 U.S.C. 3903) and Office of Management and Budget Circular A-125, Prompt Payment. The Pueblo of Jemez will pay the provider within 30 days of receipt of a "clean bill".

SCOPE OF WORK

The contractor will provide Propane Delivery services for the Pueblo of Jemez LIHEAP, in the following manner:

1. When given the list of approved clients and approval amounts from the Jemez LIHEAP, the Contractor will deliver propane to the approved client/household within five days.
2. If a client is determined to be a crises client by the LIHEAP Program the Contractor will deliver the propane no more than 24 hours after being informed of the approval.

3. If it is determined that the client is in arrears, a small portion of the amount awarded, not to exceed 30%, may be applied to the arrears as long as prior arrangements have been made with the Jemez LIHEAP Intake Worker.
4. Delivery receipt must be submitted to the Pueblo of Jemez LIHEAP within 14 days of service delivery.

BACKGROUND CHECK:

Per Pueblo of Jemez Personnel Policies and Procedures, contractors may be subject to a Criminal Background Check, Confidentiality Statement and Other background checks as necessary.

ALCOHOL AND DRUG-FREE WORKPLACE:

The Pueblo of Jemez strives to create administer and maintain an alcohol and drug-free work place. All contractors shall be subject to the Drug-Free Workplace Act of 1988.

NON-SMOKING POLICY:

Smoking is prohibited during times when contractor is acting in a professional capacity on behalf of the Pueblo of Jemez. Smoking is prohibited in all Pueblo of Jemez buildings, in the residences of clients or in any location in which contractor delivers professional services.

MODIFICATIONS:

The contract period may be extended for a specified period, or otherwise be modified upon the mutual written agreement of both parties. Agreed upon modification to the contract must be approved prior to execution, which includes changes to scope of work.

NOTICES:

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be hand-delivered or sent by certified mail to the party to receive such notice at the addresses listed immediately after each party's signature. Either party to this Agreement may change the address to which notice is to be submitted by notice delivered pursuant to this section.

DISPUTE RESOLUTION:

Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with mediation practices under the jurisdiction of the Pueblo of Jemez Tribal Courts. The Pueblo of Jemez does not waive its sovereign immunity. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

TERMINATION:

The Pueblo of Jemez may terminate this agreement, with or without cause and at any time, upon 10 days prior written notice to the contractor. The contractor may terminate this agreement, with or without cause and at any time, upon 10 days prior written notice to the Pueblo of Jemez.

COSTS/TAXES:

1. The contractor is responsible for all travel, per diem and other expenses related to the delivery of services under this contract.
2. The contractor is responsible for all mandatory insurance/financial liabilities for personal vehicles.
3. The contractor is responsible for all salaries, fringe benefits and other benefits for her employees.
4. It is the sole responsibility of the contractor to notify the Pueblo of Jemez of any change of address or financial institute. Failure to do so may result in delay of invoice payment(s) and forwarding of the 1099 Miscellaneous Tax Form for wages earned under the contract. The Pueblo of Jemez will provide a 1099 form for the 2013 and or 2014 tax year.
5. Contractor is not considered an employee and there is no employee/employer relationship specific to this agreement. Contractor is responsible for any and all taxes associated with the rendering of the services described herein.

INDEMNITY/HOLD HARMLESS:

You agree at all times to indemnify, defend and hold harmless the Pueblo of Jemez, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Pueblo of Jemez directly or indirectly in respect of: (i) any information or other content you provide to or through the Pueblo of Jemez or which is sent to the Pueblo of Jemez by e-mail or other correspondence; or (ii) your use or misuse of the services, or the service venue, including, without limitation, infringement claims.

JURISDICTION AND GOVERNING LAW:

The Jemez LIHEAP is governed by the Pueblo of Jemez, which is a tribal entity, thus recognized as a sovereign nation. By entering into this agreement you agree and hereby submit to the exclusive personal jurisdiction and venue of the Pueblo of Jemez and acknowledge that you do so voluntarily and are responsible for complying with local laws. The Pueblo of Jemez, or any of its programs, enterprises or departments, does not waive, limit or modify its sovereign immunity from suit.

ENTIRE AGREEMENT:

These terms and conditions constitute the entire agreement between the Pueblo of Jemez and the contractor. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on Pueblo of Jemez unless executed by Pueblo of Jemez in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

SEVERABILITY:

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

This contract is hereby certified and validated by signatory acceptance of the contractor and the authorized representation of the Pueblo of Jemez signified below.

Contractor Signature

Address

SSN or EIN (provide copy if applicable)

Date

Kathleen Sando, Program Manager

Date

Maria Clark, JHHS Director

Date

Anthony Armijo, Interim Tribal Administrator

Date

Vincent A. Toya, Sr., Governor

Date

Reviewed by Human Resources _____
Signature

Date