

**Request for Statement of Qualifications**  
**Navajo Nation Department of Justice - Office of the Attorney General**  
**Contract Attorney (Business Site Leasing)- Window Rock, AZ**  
**"RSQ # 25-01-3551 GC"**

**1.0 Introduction**

**1.1 RFQ Summary**

The Navajo Nation is soliciting written statement of qualifications (“SOQ”) from qualified law firms or individuals interested in providing legal services to the Navajo Nation Department of Justice.

**1.2 Background Information**

Pursuant to 2 N.N.C. §§ 1961-1965, the Navajo Nation Department of Justice provides legal services to the three governmental branches of the Navajo Nation Government, including its chapters and entities, in matters in which the Navajo Nation government has an interest. The Attorney General also initiates and defends all litigation against the Navajo Nation and supervises all outside attorney contractors who assist the Nation with various cases.

The Economic Community Development Unit within the Navajo Department of Justice advises the Division of Economic Development on matters related to businesses and business site leasing. The Navajo Nation issues its own business site leases to businesses interested in

**1.3 Key Dates**

*The following dates are subject to change with or without notice, as required by the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, and its attendant regulations (“Procurement Act and Regulations”).*

RFQ issue date:	January 14, 2025
SOQ Submission Deadline:	5:00 PM MST on January 21, 2025
SOQ Evaluation	January 22, 2025
Anticipated date of Contract Award:	January 24, 2025

**1.4 RFQ Representative**

The assigned contact for this RFQ is:

Shannon Smiley  
Senior Legal Secretary, Economic Community Development Uni  
[Ssmiley@nndoj.org](mailto:Ssmiley@nndoj.org)

All communications, including questions and digital submission of offers, must be sent to the RFQ Representative via email.

## **2.0 Scope of Work**

### **2.1 Project Location**

The project location is Window Rock, Arizona. The selected contractor will be expected to perform work at its own office location(s), but also to attend meetings both virtually and in-person, as determined appropriate at the time of the meeting.

### **2.2 Project Details**

The Scope of Work (“SOW”) for this RFQ is:

Under the direction of the Navajo Nation Attorney General or her designee, the Contractor, as an Independent Contractor, shall provide legal service in connection with business site leasing. Specifically, the Contractor will assist the Economic Community Development Unit of the Navajo Department of Justice with transactional services, including but not limited to, reviewing, negotiating, and drafting business site leases, permits, emergency operation agreements, settlements, and other business real estate documents.

The Contractor must have a JD, be admitted to the Navajo Bar, and have a minimum of one (1) year of experience providing legal advice regarding the Navajo Nation business site leasing laws and regulations, including but not limited to, reviewing and negotiating proposed business site leases and resolving violations of Navajo Nation business site leasing laws and regulations.

#### ***2.2.1 Additional Contract Services and Deliverables***

The Navajo Nation anticipates that Contractor will be available to perform additional services consistent with this SOW on an as-needed basis.

## **3.0 Proposal Required Content, Form, & Format**

### **3.1 RFQ Compliance Required**

Carefully read and become familiar with this RFQ’s requirements, including those regarding the required content, form, format, and manner of submission of a SOQ. Offerors submitting a SOQ must ensure it conforms to all requirements of this RFQ and is received before the SOQ Submission Deadline. The Navajo Nation will disqualify SOQ that fail to meet the requirements of this RFQ.

### **3.2 Deadline & Manner of Proposal Submission**

#### ***3.2.1 Proposal Submission Deadline***

Offerors shall submit their SOQ, on or before 5:00 pm on January 22. The Navajo Nation will not accept initial, amended, or corrected SOQ, regardless of form or manner or submission, after this deadline.

### **3.2.2 Required Manner of Proposal Submission**

Offerors must submit their SOQ to the RFQ Representative in the following manner:

1. email (“Submission Email”) one (1) digital copy of their written SOQ as a PDF file and one (1) digital copy of their Cost Proposal as a PDF file.

The RFQ Representative must receive emailed SOQ submissions prior to the SOQ Submission Deadline. Facsimile, telephonic, or instant messaging submission is not permitted. Failure to comply with all manner of submission requirements will result in the Navajo Nation rejecting a SOQ without evaluation.

### **3.2.3 Submission Email Requirements**

#### **3.2.3.1 Submission Email Subject Line**

Offerors shall submit their SOQ via Submission Email with a subject line indicating their name; NBOA Priority Classification, if applicable; and that they are submitting a SOQ. The subject of the Submission Email should read:

1. “SOQ Submission for RFQ No. – [Offeror Name];” or, where applicable
2. “SOQ Submission for RFQ No. , [NBOA Priority Classification] – [Offeror Name].”

An example of either subject line follows:

1. SOQ Submission for RFQ No. – XYZ Corp
2. SOQ Submission for RFQ No. , NBOA Priority 2 – ABC Corp

#### **3.2.3.2 Submission Email Required Content and Attachments**

The Submission Email shall include:

1. the business name of the Offeror;
2. the NBOA Priority number of the Offeror, if applicable;
3. one (1) digital copy of the written SOQ; and
4. one (1) digital copy of the written Cost Proposal.

All files sent with the Submission Email must be in PDF file format.

#### **3.2.3.3 Titling PDF Files**

The Offeror shall title all PDF file attachments to the Submission email in the following manner:

<b>Item</b>	<b>Required Title</b>
SOQ	SOQ for RFQ No. - [Offeror Name]
Cost Proposal	Cost Proposal for RFQ No. - [Offeror Name]_

### ***3.2.4 Navajo Business and Opportunity Act Certification***

It is the responsibility of the Offeror to identify whether it is a priority certified vendor under the Navajo Business Opportunity Act (“NBOA”), 5 N.N.C. §§ 201-215. An Offeror claiming NBOA Priority Classification must mark the exterior of its written SOQ with its NBOA Priority number and include a copy of its current NBOA Priority Certificate within its SOQ. Submission of an out-of-date certificate, or omission of a certificate, in a SOQ claiming NBOA Priority Classification shall result in the SOQ being evaluated as a Non-NBOA Priority classified submission.

Joint Ventures/Teams or Partnership claiming NBOA Priority Classification shall submit a NBOA Priority Certificate in the name of the Joint Venture/Team or Partnership. The NBOA Priority classification of an individual member shall not be used to determine the classification at which to evaluate the Joint Venture/Team or Partnership’s SOQ.

### **3.3 Public Information; Identifying Proprietary Information**

All SOQ received will be considered public information after Contract Award and open to public inspection in accordance with the Navajo Nation Privacy Act, 2 N.N.C. § 81 *et seq.* (“Privacy Act”). It is the Offeror’s responsibility to mark all proprietary information submitted to the Navajo Nation as such. Information marked as proprietary shall be treated with confidentiality in accordance with the Retirement Plan and the Privacy Act.

### **3.4 Written Proposal Requirements**

#### ***3.4.1 Page Limit***

An Offeror’s submission, which includes both the SOQ and Cost Proposal, shall not exceed fifty (20) letter-sized pages, including text and/or graphic material. The only items exempt from this page limit are:

1. the Submission email transmitting the SOQ so long as it contains no additional information to that provided in the Proposal or required by this RFQ;
2. any table of contents or divider pages that are blank or bearing only the section titling information—e.g., “Section I: Introduction”; and
3. all required Attached Documentation so long as no additional details or information are included with each.

### **3.4.2 SOQ Required Contents and Order**

As noted above, the Navajo Nation will not search a SOQ to locate required documentation or information. A submitted SOQ shall be organized and indexed to include, at a minimum, the following sections.

1. Transmittal Letter
2. Executive Summary
3. Disclosure of Conflicts of Interest
4. Recognition of Navajo Nation Sovereignty, Laws, and Jurisdiction
5. Offeror Information
6. Resume and Qualifications of Key Personnel
7. Required Documentation

#### **3.4.2.1 Transmittal Letter**

The Transmittal Letter shall meet the following requirements:

1. submission on the firm's official business letterhead;
2. list all materials and enclosures sent collectively as the Offeror's SOQ;
3. provide the Offeror's identifying information;
4. provide the name, title, and signature of the person authorized to bind the Offeror to its SOQ at the price quoted in its Cost Proposal ("Offeror's Representative"); and
5. provide the contact information and preferred method of communication for Offeror's Representative.

If the Offeror is a joint venture or partnership, it shall include the identifying information and name, title, and signature of the person authorized to bind the organizations for each participating organization.

#### **3.4.2.2 Executive Summary**

The Executive Summary must contain a condensed overview of the contents of each major section of the SOQ to provide the Evaluation Committee with a broad understanding of the entire SOQ.

#### **3.4.2.3 Disclosure of Conflicts of Interest**

The Offeror shall provide written assurance that no conflict of interest exists between its intended relationship with the Navajo Nation and relationship with other clients; and shall disclose all potential, possible, and apparent conflicts of interest that exist or may arise. Should a conflict of

interest arise after contract execution the Navajo Nation may, within its own discretion, unilaterally terminate the resulting contract on thirty (30) days written notice to the actuarial consultant.

#### 3.4.2.4 Recognition of Navajo Nation Sovereignty, Laws, and Jurisdiction

The section should contain an affirmative statement that the Offeror does, and shall as a condition of any contract, recognize the sovereignty and sovereign immunity of the Navajo Nation, shall comply with all Navajo Nation laws and regulations, and shall submit to the jurisdiction of Navajo Nation courts.

#### 3.4.2.5 Offeror Information

This section should present the highlights of the Offeror's resources. Such information must include the following.

1. Business background information, such as:
  - a. business name(s) and legal form (e.g., professional association, partnership, corporation, etc.);
  - b. date and legal place of formation;
  - c. physical and mailing address;
  - d. business structure in terms of size, range, types of services offered, and clientele;
  - e. principal officers' names, titles (e.g., President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Manager(s)), and the length of time each officer has performed in their field of expertise;
  - f. number of employees (total and breakdown); and
  - g. location of facilities and employees.
2. Three (3) client references. Each reference must include the name, address, and the current email and telephone number of the client's contract administrator or senior official familiar with the Offeror's performance and who may be contacted by the Navajo Nation during the evaluation process.

#### 3.4.2.6 Resume and Qualifications of Key Personnel

This section shall provide summary information regarding the experience, education, and professional qualifications of the personnel and actuaries who will perform work under the Contract. Disclose all complaints filed with the Actuarial Board for Counseling and Discipline against the Offeror or its actuaries that resulted in a negative finding, censure, sanction, or discipline against the Offeror or its actuaries.

#### 3.4.2.7 Proposal Required Documentation

This section shall contain the below completed documents attached in the order provided, signed by the Offeror’s Representative where appropriate. All provided documents shall be valid as of the time of the Proposal Submission Deadline. The required forms, and any included samples, are provided in Section 8.0.

#	Documentation	Details
1	Certificates and Licenses Copies	Copies of those held by the Offeror and its employees relevant to this RFQ’s SOW and Offeror’s Work Plan
2	NBOA Priority Classification certificate	Provide if applicable
3	Non-Collusion Certification	
4	Debarment and Suspension Certification	
5	Certificate of Good Standing	No older than one (1) calendar year
6	IRS Form W-9	Use current IRS revised form
7	Certificate of Insurance	Shall show the Offeror’s current professional insurance
8	Joint Venture/Teaming or Partnership Agreement	Provide if applicable

Should any document expire between the SOQ Submission Deadline and contract execution, the Offeror shall immediately submit new, current documentation to the RFQ Representative. Failure to do so may result in loss of Contract Award.

### **3.4.3 Subcontractors**

Offerors should supply a list of subcontractors intended to be utilized, at any point, for any work under this RFQ, including the name, address, and whether such subcontractor is Navajo-Owned.

## **3.5 Cost Proposal**

### **3.5.1 Cost Proposal Separately Sealed**

Offerors shall submit a Cost Proposal separate from their written SOQ. For the Submission Email, the Cost Proposal shall be attached as a separate PDF file.

### **3.5.3 Page Limit**

A Cost Proposal does not have a required page limit; however, the Cost Proposal number of pages shall be included in the total number of letter-sized pages submitted with the written Proposal— e.g., a submitted Proposal is forty-five (45) letter-sized pages while the separately sealed Cost Proposal is five (5) letter-sized pages.

### **3.5.4 Cost Projection**

An Offeror's SOQ must include the breakdown of the hourly rate for the personnel and actuaries who will perform work under the Contract and anticipates expenses.

1. There will be no reimbursements of travel, communication costs, and computer charges incidental to the contract.
2. The gross receipts for the Offeror's services for work performed within the Navajo Nation shall be subject to the Navajo Nation Sales Tax prevailing at the time of performance.

### **3.5.5 Navajo Nation Sales Tax**

Any contract resulting from this RFQ shall contain all appropriate tax requirements, including the Navajo Sales Tax, 24 N.N.C. §§ 601 *et seq.* All goods delivered or work performed within the territorial jurisdiction of the Navajo Nation are subject to the Navajo Sales Tax at the prevailing rate (currently six percent (6%)) at the time of performance. The Navajo Nation shall withhold the Navajo Sales Tax owed from every payment made and transfer the funds to the Office of the Navajo Tax Commission on behalf of the selected Offeror.

### **3.6 Correcting or Amending a submitted SOQ**

An Offeror may correct or amend a previously submitted SOQ, so long as the Offeror submits the amended or corrected SOQ prior to the SOQ Submission Deadline. To correct or amend a SOQ, the Offeror must:

1. Email one (1) complete copy, in its entirety, of the corrected or amended SOQ and the Cost Proposal as two (2) separate PDF files with notice that it is providing an amended or corrected SOQ that is signed by the Offeror's Representative.

Once received, the amended or corrected SOQ shall be the Offeror's official submission and the Navajo Nation will not open or consider any previously submitted SOQ.

### **3.7 Withdrawal of a submitted SOQ**

Any Offeror may withdraw its SOQ prior to the SOQ Submission Deadline. To withdraw its SOQ, the Offeror must provide an email, including signature of the Offeror's Representative, detailing that the Offeror is withdrawing its Proposal. Notification in any other form shall not suffice.

## **4.0 Proposal Evaluation**

### **4.1 Goal of evaluation**

The goal of SOQ evaluation is to select the most responsive and responsible Offeror that best demonstrates qualifications necessary for serving the needs of the Navajo Nation as outlined in the SOW. This RFQ's SOW represents the minimum requirements necessary for an Offeror to receive a contract award.



#### **4.2 Evaluation Committee; Additional Information**

An Evaluation Committee shall evaluate all appropriately submitted SOQ received prior to the Proposal Submission Deadline. Should the Evaluation Committee require any additional information or clarification of a Proposal, it shall directly notify the Proposal's Offeror. Offerors shall provide any additional information the Evaluation Committee requests.

#### **4.3 Process for SOQ Opening and Evaluation**

The Navajo Nation shall not open SOQs publicly; opening and evaluation shall be conducted in accordance with the requirements of the NBOA and the Procurement Act and Regulations. To begin, the Navajo Nation will first open and evaluate SOQs of all Offerors appropriately identified as Priority No. 1 under the NBOA. The Navajo Nation will make its selection from these Offerors, should it identify one that is responsible and responsive to this RFQ.

If the Navajo Nation determines there are no responsive and responsible SOQs, or if there are no SOQs from, Priority No. 1 Offerors, the Navajo Nation shall next open and evaluate SOQs of all Offerors appropriately identified as Priority No. 2 under the NBOA. The Navajo Nation will make its selection from these Offerors, should it identify one that is responsible and responsive to this RFQ.

If the Navajo Nation determines there are no responsive and responsible SOQs, or if there are no SOQs from Priority No. 2 entities, the Navajo Nation shall open and evaluate all remaining SOQs. The Navajo Nation will make its selection from these Offerors, should it identify one that is responsible and responsive to this RFQ.

Regardless of whether the Navajo Nation determines there are or are not responsive Proposals from responsible Offerors, it reserves the right to terminate this RFQ at its own discretion.

#### **4.4 Rejecting Non-Compliant Proposals**

The Navajo Nation shall reject all SOQs found to be not in compliance with the requirements of this RFQ or Navajo Nation law and regulation, including for, but not limited to the following reasons:

1. a SOQ does not conform to or fully address the SOW;
2. a SOQ attempts to impose conditions that modify any requirements of the SOW or this RFQ;
3. a SOQ attempts to or limits the Offeror's liability to the Navajo Nation;
4. the Offeror unreasonably fails to provide, in a timely manner, any additional information requested by the Evaluation Committee; or
5. the Navajo Nation receives an unsigned SOQ.

Failure to sign a SOQ by the person authorized to bind the Offeror shall not be waived as an irregularity or made into a mandatory change in requirements; it is not curable after the SOQ Submission Deadline.

**4.5 Evaluation Criteria**

The Navajo Nation will only consider SOQs appropriately received before the SOQ Submission Deadline and will assess the information provided in the Proposal against the details of this RFQ.

The following criteria and scores will be used to evaluate Proposals:

<b>Criteria</b>	<b>Points Eligible</b>
Juris Doctorate	10
Admission to the Navajo Bar	10
One (1) year experience providing legal advice regarding Navajo Nation business site leasing laws and regulations.	70
Client References	10
<b>Total Score Possible</b>	<b>100</b>

The Navajo Nation reserves its right to reassess its evaluation and scoring of a SOQ in response to any subsequently provided information or submission of an Alternate Proposal.

**5.0 Contract Award**

**5.1 Notification of Contract Award**

The Navajo Nation anticipates making a Contract Award for this RFQ to the most responsive and responsible Offeror that best demonstrates the qualifications necessary to address the requirements in the SOW. If the Navajo Nation makes a Contract Award, it will directly notify in writing the selected Awardee of the Contract Award, which the Awardee shall only validly accept in writing.

**5.2 Expected Contract Term; Price**

The expected contract term shall be for one (1) calendar years at a price mutually agreed upon by the Navajo Nation and Awardee and shall include two (2) options to renew, each lasting no more than one (1) calendar year. Both options to renew shall be exercised at a price mutually agreed upon by both parties and implemented via written contract modification. The Navajo Nation shall retain sole discretion to determine whether an option to renew shall be exercised.

**5.4 Additional Services Consistent with SOW Possible**

Additional services consistent with this RFQ may be negotiated between the Navajo Nation and the Awardee and added to the contract SOW prior to contract execution or via written modification, if already executed. Additional services shall only be added to the contract SOW based on the Awardee's provided Additional Contract Services and Deliverable in its SOQ.

## **5.6 Contract Required Documentation**

Once the Contract Award is complete, the Navajo Nation will begin the process of contract development and execution. The Awardee will be required to provide additional or updated documentation throughout this process, which may, at a minimum, include:

1. full copies of anything to be made an exhibit to the contract;
2. an updated and signed IRS Form W-9, which the Navajo Nation will use to report to the IRS all payments it makes to the Awardee;
3. an updated Certificate of Insurance evidencing adequate insurance coverage as will be determined appropriate by the Navajo Nation Risk Management Program, which at a minimum will require naming the Navajo Nation as an additional insured party; and
4. an updated and signed Certification of Non-Debarment and Non-Suspension, which will evidence that the Awardee is not currently or pending debarment or suspension in any jurisdiction prior to contract execution.

## **6.0 Amendments and Corrections to this RFQ**

### **6.1 RFQ Addenda**

The Navajo Nation shall make every effort to anticipate any amendments, corrections, or updates to this RFQ's information and requirements and issue appropriate addenda prior to the SOQ Submission Deadline. The Navajo Nation shall issue addenda in the same manner as this RFQ's original publication and on the Office of the Controller's (OOC) webpage for public notice of solicitations.

### **6.2 Direct Notification to Offerors providing Intent to Respond**

The Navajo Nation shall directly notify every Offeror that has provided appropriate written notice of its Intent to Respond of any issued Addenda.

### **6.3 Post-Evaluation RFQ Amendments**

The Navajo Nation reserves the right to amend any segment of the RFQ, including its SOW, after Proposal evaluation but prior to announcing a Contract Award. In such an event, all Offerors having submitted a Proposal prior to the Proposal Submission Deadline will be afforded the opportunity to submit a second, revised Proposal to accommodate such amendment(s).

## **7.0 RFQ Disclaimers**

## **7.1 Offeror Notices**

### ***7.1.1 Offeror Acceptance of Navajo Nation Requirements***

The Navajo Nation is a sovereign government and all contracts entered into as a result of this RFQ shall comply with Navajo Nation laws, rules, and regulations, and applicable federal laws, rules, and regulations. Submission of a Proposal in response to this RFQ shall constitute:

1. the Offeror's acknowledgement and acceptance of all requirements and conditions governing this procurement, including all Navajo Nation laws, regulations, and policies currently in force or as amended from time to time;
2. that any and all disputes arising under, related to, or in connection with this RFQ and any resulting contract will be resolved under the laws of the Navajo Nation; and
3. that the Offeror agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.

### ***7.1.2 Navajo Nation Ownership of Documents and Materials***

The Navajo Nation shall retain ownership of all documents and materials contained in this RFQ. Once submitted, all documents and materials provided in response to this RFQ shall become the property of the Navajo Nation. The Navajo Nation shall not return items to the Offeror.

### ***7.1.3 Costs Incurred***

The Offeror shall be solely responsible for any cost(s) incurred in preparing, transmitting, presenting, or modifying its Proposal or other materials for this RFQ.

### ***7.1.4 Proposals kept Confidential during Evaluations***

The Navajo Nation shall not disclose in any way information from or in relation to Proposals received, including information related to the identity of Offerors or the total number of Proposal received, prior to Contract Award.

## **7.2 Navajo Nation Rights**

### ***7.2.1 Right to Disqualify***

The Navajo Nation reserves its right to disqualify any Offeror from consideration for contract award, or to rescind such award, if the Offeror:

1. has previously failed to satisfactorily perform any project or contract with the Navajo Nation or other governmental entity;
2. has failed to timely submit required documents or information; or
3. has caused the Navajo Nation to incur unreasonable expenses in relation to the consideration of its submitted Proposal or in administration of contract execution.

### ***7.2.2 Right to Waive Irregularities or Mandatory Requirements***

The Navajo Nation may, at its own discretion, determine that errors, irregularities, or other misinformation contained in a Proposal is of minor consequence and will not result in Proposal disqualification. The Navajo Nation may also waive any mandatory requirement set forth in this RFQ provided that such waiver does not, in the Navajo Nation's sole determination, materially affect the objective nature of the procurement process. Any such determination or waiver shall be applied to all submitted Proposal equitably. Grammatical or punctuation errors not affecting the interpretation of the written words will be waived as an irregularity.

The Navajo Nation reserves the right to remove one or more of the services or contract deliverables of this RFQ from consideration should evaluation show that it is in Navajo Nation's best interest to do so.

### ***7.2.3 No Waiver of Sovereign Immunity***

The Navajo Nation is a sovereign government. Any contract resulting from this RFQ shall not waive the sovereign immunity of the Navajo Nation unless explicitly approved by two-thirds vote of the full membership of the Navajo Nation Council.

### ***7.2.4 Appropriation Required***

Any Contract Award for this RFQ is contingent upon the availability of funds. If sufficient funds, for any reason, do not exist, the Navajo Nation may terminate or reduce the scope of a Contract Award or executed contract. The Contract Awardee shall accept as final the Navajo Nation's decision. During the contract term, any action by the Navajo Nation Council rescinding an appropriation or failing to approve subsequent appropriations shall result in immediate contract termination or SOW reduction. The Navajo Nation shall put into effect such termination or reduction in scope through written notice to the Offeror.

### ***7.2.5 Right to Cancel this RFQ***

The Navajo Nation is not bound to enter into a contract under this RFQ and may at any time, and at its own discretion, cancel this RFQ, reject all Proposals, or issue a separate RFQ for the same services.

### ***7.2.6 Right to Award Separate Contracts***

The Navajo Nation reserves the right to award a contract to more than one Offeror for the SOW of this RFQ, either in full or in part, and at its own discretion, if it is the Navajo Nation's best interest to do so; and to refuse any Proposal, or to execute a contract, without obligation to either the Navajo Nation or any Offeror. Further, the Navajo Nation may, at its discretion, issue a separate contract for deliverables included in this RFQ at any time consistent with the procedures of the Procurement Act.

### ***7.2.6 Right to Cancel Contract Award***

The Navajo Nation reserves its right to terminate a Contract Award under this RFQ if any of the following occurs prior to contract execution:

1. the Navajo Nation Department of Justice or OOC has not received all required supporting documentation to review or approve the contract, or any other reasonably requested information;
2. a document, procedure, decision, action, or other event pertaining to the procurement of this RFQ, any pre-procurement activities related to this RFQ, or to the contract award related to this RFQ is in violation of any applicable Navajo, federal, or state law or regulation governing this procurement;
3. the selected Offeror, or any other related person or firm, is ineligible for Contract Award pursuant to applicable Navajo Nation, federal, or state laws or regulations;
4. there has been a change to the SOW or to any other mandatory requirement of this RFQ;
5. there has been a revision of the budget or originally established Maximum Feasible Price for this RFQ;
6. a protest has been timely filed in accordance with Navajo Nation law, unless a written determination has been made to proceed with contract execution pursuant to Navajo Nation law; or
7. it is in the best interest of the Navajo Nation.

Termination of a contract award shall be issued in writing noticing the reason for termination.

### ***7.2.7 Applicable Navajo Nation Laws, Regulations, and Policies***

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:

1. The Navajo Sovereign Immunity Act, 1 N.N.C. § 551 *et seq.*;
2. Title 2 of the Navajo Nation Code related to contracts;
3. The Navajo Nation Privacy Act, 2 N.N.C. § 81 *et seq.*;
4. The Navajo Nation Ethics in Government Law, 2 N.N.C. § 3741 *et seq.*;
5. The Navajo Business Opportunity Act, 5 N.N.C. § 201 *et seq.*;
6. The Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*;

7. The Navajo Nation Procurement Rules and Regulations, resolution BFMY-07-23 adopted by the Budget & Finance Committee of the Navajo Nation Council;
8. The Navajo Business and Procurement Act, 12 N.N.C. § 1501 et seq.; and
9. The Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq.

**8.0 Additional Materials, Required Forms, and Samples**

This section includes the following materials for Offeror’s use in preparing and submitting Proposals.

Attachment A	ONTC Public Ruling Regarding Reimbursement and Mileage
Attachment B	Template Non-Collusion Certification
Attachment C	Template Debarment and Suspension Certification
Attachment D	Template IRS Form W-9
Attachment E	Sample Certificate of Good Standing
Attachment F	Sample Certificate of Insurance
Attachment G	Sample NBOA Priority Classification certificate

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## 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



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Martin E. Ashley, Executive Director

Office of the Navajo Tax Commission



NAVAJO NATION CERTIFICATE OF NON-COLLUSION

For \_\_\_\_\_ (service type) for the \_\_\_\_\_ (name) Project, located in the \_\_\_\_\_ (Chapter) of the Navajo Nation, state of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_ (signatory name), hereby says that:

- 1. He/she is the \_\_\_\_\_ (job title) of \_\_\_\_\_ (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. Is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
a. fix any price or fee relating to any Proposal, Statement of Qualification, or Bid of said Entity or of any other entity, bidder, or person, or
b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity 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, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

Signature
Printed Name
Job Title
Name of Entity
Address of Entity
Entity Employer Identification Number (EIN)

**NAVAJO NATION CERTIFICATION  
Regarding Debarment, Suspension, and  
Contracting Eligibility**

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

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

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Name of individual signing on Applicant's behalf (print)

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Title of individual signing on Applicant's behalf

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Signature of individual signing on Applicant's behalf

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Date



# NAVAJO NATION CORPORATION CODE

## CERTIFICATE OF GOOD STANDING

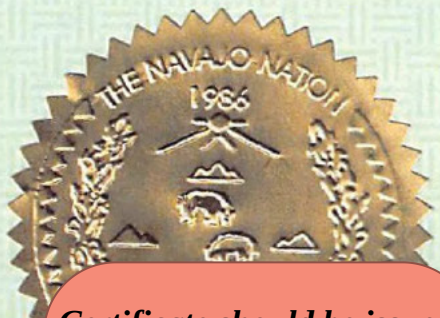
*To all to Whom these Presents Shall Come, Greetings:*

I, the Director of the Business Regulatory Department, DO HEREBY CERTIFY that

[REDACTED]

a Corporation organized under the laws of the Navajo Nation Corporation Act, did incorporate on [REDACTED]

I FURTHER CERTIFY that this corporation has filed all affidavits and annual reports and has paid all annual filing fees required to date and, therefore, is in good standing within the Navajo Nation.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navajo Nation Corporation Code. Done at Window Rock, Arizona, the Capital of the Navajo Nation, this 22<sup>nd</sup> day of September, 2023 A.D.

*Al. H. Wind*  
Director, Business Regulatory  
Division of Economic Development  
Notah C. Silversmith

**Certificate should be issued no more than 12 months before NNDOJ review.**

**Request for Taxpayer  
Identification Number and Certification**

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

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

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

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	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.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> 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>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

**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.

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

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

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

**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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> [REDACTED]	<b>CONTACT NAME:</b> [REDACTED] <b>PHONE (A/C, No, Ext):</b> [REDACTED] <b>FAX (A/C, No):</b> [REDACTED] <b>E-MAIL ADDRESS:</b> [REDACTED]														
<b>INSURED</b> [REDACTED]	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: [REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>INSURER B: [REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>INSURER C: [REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>INSURER D: [REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: [REDACTED]	[REDACTED]	INSURER B: [REDACTED]	[REDACTED]	INSURER C: [REDACTED]	[REDACTED]	INSURER D: [REDACTED]	[REDACTED]	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: [REDACTED]	[REDACTED]														
INSURER B: [REDACTED]	[REDACTED]														
INSURER C: [REDACTED]	[REDACTED]														
INSURER D: [REDACTED]	[REDACTED]														
INSURER E:															
INSURER F:															

**COVERAGES**                      **CERTIFICATE NUMBER: 1133002610**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-6P770709-PHX-24	4/4/2024	4/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	810-3N398107-24-26-G	4/4/2024	4/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-1S57270A-24-26	4/4/2024	4/4/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-3K228107-24-26-G	4/4/2024	4/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PEC003766412	4/4/2024	4/4/2025	\$50,000 Retention      \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: [REDACTED]  
 Certificate holder is Additional Insured as required by written contract, per attached forms. Waiver of Subrogation applies per written contract, per attached forms. Coverage is primary and non-contributory as long as no other insurance applies.

<b>CERTIFICATE HOLDER</b>  Navajo Nation Capital Project Management Development P O Box 1510 Window Rock AZ 86515	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



The Navajo Nation  
Yideeskáądi Nitsáhákees

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

July 18, 2024

MEMORANDUM

TO : Dorothene Dedman, Insurance Claims Analyst  
Risk Management Program  
Division of General Services

FROM : [REDACTED]

SUBJECT : Insurance Review – [REDACTED]

[REDACTED] Department is requesting the Navajo Nation Risk Management to complete a review of the insurance submitted by [REDACTED], who has been selected to [REDACTED].

Attached please find a contract packet and the Insurance document submitted by [REDACTED]

If you have any questions, please email me at [REDACTED] or I can be reached at [REDACTED]. Thank you.

Cc: Project File



# The Navajo Nation

## Contract and Purchase Certification Certificate of Eligibility



Certificate No. \_\_\_\_\_



Priority No. 1

**TO ALL PERSONS DOING BUSINESS ON THE NAVAJO NATION:**

The above named entity is hereby certified, in accordance with the Navajo Business Opportunity Act, Title 5, Chapter 2, § 204 (A) (1) & (2), as a Navajo or Indian Owned Business and being duly certified with this Office, shall be afforded all economic opportunities pursuant to the Navajo Nation Council Resolution CAP-37-02.

A certified business entity is one owned by an Enrolled Member of the Navajo/Other Indian Tribe and is at least 51% or more Navajo/Indian owned and controlled.

**One Hundred (100%)**

PERCENTAGE OF BUSINESS OWNERSHIP

**5/2/2024**

DATE OF CERTIFICATION

**5/1/2025**

EXPIRATION DATE

**Certificate should be valid as of the date of offer opening and evaluations.**

Notah C. Silversmith

Department Manager

Business Regulatory Department  
Division of Economic Development