

**Request for Qualifications**  
**Office of the Controller- Window Rock, AZ**  
**Virtual Healthcare and Community Outreach**  
**RFQ No. 25-02-3577LE**

**1.0 Introduction**

**1.1 Error! Reference source not found. Summary**

- The Navajo Nation is seeking a qualified partner to provide telehealth services, including general medical, mental health, immediate crisis care and diabetes care support, for Navajo citizens. This initiative is intended as a way to expand access to essential healthcare services for those who need it most.
- In addition to healthcare services, the Navajo Nation requires a custom-branded digital platform to facilitate service access as well as community engagement tools to ensure effective outreach, utilization, and communication with Navajo Nation Citizens about the available services.
- A key requirement for potential partners is a deep understanding of the Navajo Nation community, including strong relationships within the Nation.
- The ability to engage trusted voices and ambassadors who are well-regarded among Navajo citizens is critical to ensuring the program’s success. The Navajo Nation will prioritize partners who can demonstrate their ability to integrate and collaborate with Navajo leaders, influencers, and trusted community figures to promote awareness and adoption of the program.
- A key differentiator in this initiative is the ability to provide a recognized brand ambassador who has an established and respected presence in the Navajo Nation. This ambassador will play a pivotal role in promoting program adoption, driving community engagement, and ensuring the program resonates with Navajo citizens.
- In addition to this, the benefit should include up to five (5) additional family members under the primary member’s plan, with no age restrictions. This ensures that entire families—including children, spouses, elders, and extended relatives—can access essential healthcare services without barriers.

- Providing comprehensive access to telehealth, mental health, and diabetes care services for family units is critical in improving overall health outcomes within the Navajo Nation. A successful partner must demonstrate a commitment to family-centered care, ensuring that healthcare accessibility extends beyond individuals to encompass entire households.

## 1.2 Background Information

Pursuant to 12 N.N.C. § 201, the Office of the Controller formulates, implements, and executes the financial plans and policies of the Navajo Nation so that accurate accounts and reports are rendered, assets of the Nation are protected, and modern methods of financial manage are implemented.

## 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. §§ 301-380, and its attendant regulations (“Procurement Act and Regulations”).*

<b>Error! Reference source not found.</b> issue date:	February 11, 2025
SOQ Submission Deadline:	5:00 PM MST on February 18, 2025
SOQ Evaluation	February 19-20, 2025
Anticipated date of Contract Award:	February 21, 2025

## 1.4 Error! Reference source not found. Representative

The assigned contact for this **Error! Reference source not found.** is:

Sean McCabe CPA  
 Controller of the Navajo Nation  
 seanmccabe@nnooc.org

All communications, including questions and digital submission of offers, must be sent to the **Error! Reference source not found.** 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 **Error! Reference source not found.** is:

### **Telehealth Services**

- On-demand general medical consultations available 24/7/365 through virtual appointments with no copays.
- Ability to connect patients with licensed healthcare professionals quickly and efficiently.
- Services that are not emergency or urgent care and do not function as a replacement for health insurance.

### **Mental Health Services**

- Access to licensed therapists, psychiatrists and ongoing counseling with no copays.
- Crisis care resources that are immediately available through the custom-branded digital platform including the ability to call or text a trained behavioral counselor.
- Mental health support that aligns with culturally relevant care models for Navajo Citizens.

### **Diabetes Management Services**

- Access to virtual diabetes care, including consultations with healthcare professionals specializing in diabetes.
- Unlimited glucose monitoring supplies, including test strips and lancets.
- Real-time monitoring and personalized coaching from diabetes specialists.
- Proactive intervention through expert outreach if readings are out of range.
- Educational resources and guidance tailored to Navajo citizens to improve diabetes self-management.
- Alignment with culturally relevant dietary and wellness recommendations.

### **Prescription Discount Program**

- A system that allows Navajo citizens to access reduced-cost prescription medications.
- Clear processes for users to obtain medications without requiring traditional insurance.

### **Custom-Branded Digital Platform**

- A mobile application developed specifically for the Navajo Nation available in both the App & Play store.
- The platform must be available in both English and Diné (Navajo language).
- Secure authentication and data protection.
- Integration of telehealth, mental health, diabetes management, and prescription discount services within a single user-friendly interface.

### **Community Engagement & Brand Ambassador-Led Outreach**

- A comprehensive marketing and outreach strategy to drive awareness and service utilization.
- The ability to provide on-site enrollment assistance at community events and gatherings.
- Ongoing outreach via the digital platform including health notifications and announcements.
- A recognized brand ambassador with deep ties to the Navajo community, capable of championing the program.
- Engagement with Navajo leadership, influencers, and health advocates to create a trusted program presence.
- A strategic communications plan leveraging traditional and digital media to reinforce program awareness.

Educational initiatives designed to empower Navajo citizens in understanding and utilizing available health services.

### ***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 Error! Reference source not found. Compliance Required**

Carefully read and become familiar with this **Error! Reference source not found.**'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 **Error! Reference source not found.** 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 Error! Reference source not found. Submission Deadline***

Offerors shall submit their SOQ, on or before 5:00 pm on January 31. The Navajo Nation will not accept initial, amended, or corrected SOQ, regardless of form or manner of submission, after this deadline.

#### ***3.2.2 Required Manner of Error! Reference source not found. Submission***

Offerors must submit their SOQ to the **Error! Reference source not found.** 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 **Error! Reference source not found.** No. **Error! Reference source not found.** – [Offeror Name];” or, where applicable
2. “SOQ Submission for **Error! Reference source not found.** No. **Error! Reference source not found.**, [NBOA Priority Classification] – [Offeror Name].”

An example of either subject line follows:

1. SOQ Submission for **Error! Reference source not found.** No. **Error! Reference source not found.** – XYZ Corp
2. SOQ Submission for **Error! Reference source not found.** No. **Error! Reference source not found.**, 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:

Item	Required Title
SOQ	SOQ for <b>Error! Reference source not found.</b> No. <b>Error! Reference source not found.</b> - [Offeror Name]
Cost Proposal	Cost Proposal for <b>Error! Reference source not found.</b> No. <b>Error! Reference source not found.</b> - [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 Error! Reference source not found. Requirements**

#### **3.4.1 Page Limit**

An Offeror’s submission, which includes both the SOQ and Cost Proposal, shall not exceed twenty (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 **Error! Reference source not found.** 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
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1	Certificates and Licenses Copies	Copies of those held by the Offeror and its employees relevant to this <b>Error! Reference source not found.</b> '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 **Error! Reference source not found.** 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 **Error! Reference source not found.**—e.g., a submitted **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**'s SOW represents the minimum requirements necessary for an Offeror to receive a contract award. Successful bids will be those that demonstrate:

- experience delivering telehealth, mental health, and diabetes management services.
- Experience developing and maintaining a white-labeled digital platform tailored to the needs of Navajo citizens.
- the ability to implement and execute outreach programs that promote adoption and engagement.
- Culturally competent service delivery through bilingual support and tailored care models.

- Established relationships within the Navajo community or has the ability to engage key figures to drive participation.
- An ability to leverage a well-known brand ambassador to advocate for the program and build community trust.

#### 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 **Error! Reference source not found..**

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 **Error! Reference source not found..**

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 **Error! Reference source not found..**

Regardless of whether the Navajo Nation determines there are or are not responsive **Error! Reference source not found.s** from responsible Offerors, it reserves the right to terminate this **Error! Reference source not found.** at its own discretion.

#### 4.4 Rejecting Non-Compliant **Error! Reference source not found.s**

The Navajo Nation shall reject all SOQs found to be not in compliance with the requirements of this **Error! Reference source not found.** 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 **Error! Reference source not found.;**

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 **Error! Reference source not found.** against the details of this **Error! Reference source not found.**

The following criteria and scores will be used to evaluate **Error! Reference source not found.s**:

<b>Criteria</b>	<b>Points Eligible</b>
Experience working with Indian tribes	20
Experience providing community outreach plans customized to the Navajo people	25
Experience developing virtual healthcare solutions, including details on telehealth, mental health, diabetes care, and prescription discount services	25
Proposed timeline outlining plan rollout that is most advantageous to the Navajo Nation	15
Plan for engaging recognized Navajo brand ambassadors and community influencers to ensure program adoption	15
<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 **Error! Reference source not found.**

#### **5.0 Contract Award**

##### **5.1 Notification of Contract Award**

The Navajo Nation anticipates making a Contract Award for this **Error! Reference source not found.** 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 Error! Reference source not found.**

### **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 **Error! Reference source not found.**'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 Error! Reference source not found. 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 **Error! Reference source not found.** shall comply with Navajo Nation laws, rules, and regulations, and applicable federal laws, rules, and regulations. Submission of a **Error! Reference source not found.** in response to this **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** Once submitted, all documents and materials provided in response to this **Error! Reference source not found.** 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 **Error! Reference source not found.** or other materials for this **Error! Reference source not found.**

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

The Navajo Nation shall not disclose in any way information from or in relation to **Error! Reference source not found.**s received, including information related to the identity of Offerors or the total number of **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** is of minor consequence and will not result in **Error! Reference source not found.** disqualification. The Navajo Nation may also waive any mandatory requirement set forth in this **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 Error! Reference source not found.**

The Navajo Nation is not bound to enter into a contract under this **Error! Reference source not found.** and may at any time, and at its own discretion, cancel this **Error! Reference source not found.**, reject all **Error! Reference source not found.**s, or issue a separate **Error! Reference source not found.** 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 **Error! Reference source not found.**, 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 **Error! Reference source not found.**, 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**, any pre-procurement activities related to this **Error! Reference source not found.**, or to the contract award related to this **Error! Reference source not found.** 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 **Error! Reference source not found.**;
5. there has been a revision of the budget or originally established Maximum Feasible Price for this **Error! Reference source not found.**;
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 **Error! Reference source not found..** 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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