

**DIVISION OF NATURAL RESOURCES**  
NAVAJO NATION DIVISION OF NATURAL RESOURCES – ADMINISTRATION

**REQUEST FOR PROPOSAL**

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BID NO. 25-03-3627-SB

**Event Production / Fiscal Agent**

**INTRODUCTION**

This scope of work is entered into by and between the Navajo Nation, Division of Natural Resources, hereinafter called the “NATION,” and Event Production, a certified priority company of the Navajo Nation, hereinafter called the “CONTRACTOR.” Collectively, the NATION and CONTRACTOR are called the “PARTIES.”

The CONTRACTOR shall provide both event producer and fiscal agent services to the NATION for the production and financial management of the following events:

- Home of the Navajo Pro Rodeo, scheduled for May 29-June 1, 2025; and
- Home of the Navajo Pro Rodeo, Scheduled for May 28-31, 2026
- 77<sup>th</sup> Annual Navajo Nation Fair, scheduled for September 2-7, 2025; and
- 78<sup>th</sup> Annual Navajo Nation Fair, scheduled for September 1-6, 2026 (“Events”) at the Navajo Nation Fair grounds facility in Window Rock, AZ, as authorized and approved by the NATION. CONTRACTOR is authorized to subcontract the fiscal agent responsibilities to an accounting and fiscal management firm that is certified, bonded, or insured to engage in the foregoing contract requirements.

**SCOPE OF WORK**

CONTRACTOR shall provide the following services under the supervision of the NATION:

1. CONTRACTOR shall plan, organize, and produce all events and functions to the satisfaction of the NATION, through active and constant communications. Implement strategic event marketing plans, arrange special attractions or other events. Be the fiscal agent for aforementioned events.
2. CONTRACTOR shall implement a strategic plan for solicitation of contributors to market the events of the Home of the Navajo Pro Rodeo and Navajo Nation Fair / Rodeo events and cover the expenses of the maintenance of the festivities.
3. CONTRACTOR shall organize and plan the concert production, arranging proper production equipment, establishing a venue advance list, and working directly with the artists, their tour managers, and facilities management to coordinate and execute a concert for the Navajo Nation Fair & Rodeo and other possible special events, within an established budget for productions at the Dean C. Jackson Arena and the availability of funds.

4. CONTRACTOR shall be authorized to receive and collect general admission revenues and all cash transactions for the Events, while providing online ticket sales for the Events and collecting parking fees.
5. CONTRACTOR shall provide for the following activities and functions: collection from vendors and concession payments, receive contribution payments, collect and conduct ticket sales for three (3) Rodeo gates, collect and sell tickets for the other nine (9) entrance gates, general admission booths, finance office, receive carnival revenues from the selected Carnival Midway vending, sell tickets for country western dances, and concert.
6. CONTRACTOR shall perform various administrative functions, including, but not limited to, maintaining electronic databases, security, and safety of facilities, arranging for seasonal facilities preparation, maintaining rental records, maintaining, and updating facility records, and maintaining supplies inventory.
7. CONTRACTOR shall draft the plans for production of the Events, showing time schedules, venues, and events. The plans shall include goals and objectives for the delivery of entertainment services and improvement of the Navajo Nation Fairgrounds facilities.

#### **EVENT COORDINATORS / HIRING**

1. CONTRACTOR shall be responsible for temporary employees and volunteers while they are performing duties and responsibilities under the direction of CONTRACTOR for all Events.
2. CONTRACTOR shall provide the required insurance coverage for the temporary employees and volunteers, while complying with the required employment procedures imposed by the Navajo Nation Department of Personnel Management.
3. CONTRACTOR shall comply with the Navajo Workman's Compensation (NNWC) requirements for each temporary employee and volunteers. The CONTRACTOR shall provide work schedules for volunteers and temporary workers with a copy submitted to the NNWC Program, as well as payment of premiums for the temporary workers.
4. CONTRACTOR shall be responsible for providing Workman's Compensation insurance for non-Navajo Nation staff members, fair coordinators, volunteers, and event management leadership as needed for the operation of the Events.
5. CONTRACTORS shall provide, through subcontractors, minor maintenance of the fair facility, renovation, and construction services to provide safe events to the public utilizing the Navajo Nation Procurement Policies and Procedures.
6. CONTRACTOR shall provide the following for the Events: an information center on site, a finance office for payouts and handling all transactions, electronic ticketing for all events, and courtesy services. CONTRACTOR shall ensure insurance coverage is provided by the vendors.

7. CONTRACTOR shall coordinate the security, sanitation services (trash bins), trash pickup, porta toilets, and janitorial services on the Navajo Nation Fair grounds.
8. CONTRACTOR shall select volunteer Fair Coordinator's for the following Events: Powwow, Song & Dance, Commercial/Department/Program Exhibits, Artisan's vending, Horticulture, 4H Livestock, Barbeque, Parade, other events. This will be upon the availability of funds and contributions for these events.
9. The CONTRACTOR shall have the ability to utilize an emergency purchase transaction authorized by Office of the Controller Policy Manual, banking fees, rental of credit card equipment, and any operational cost agreed by the parties.
10. CONTRACTOR will NOT be responsible for production of the rodeo, for overseeing stock contracts, staff under the rodeo events, and NOT authorized to supervise the Navajo Nation Fair Office employees.
11. CONTRACTOR will coordinate with NATION for the issuance of all event sponsorships/contributors passes and to account for the aforementioned event passes for accountability.

#### **POLICIES AND PROCEDURES**

12. CONTACTOR shall develop and implement the overall policies and procedures to improve the facility rentals on the Navajo Nation Fairgrounds. Establish rental fee structure and collection processes for facility rentals, recording of all fiduciary transitions, and maintaining accounting systems to ensure that the fairgrounds are managed appropriately in compliance with Navajo Nation asset operation mandates and Navajo Nation policies and regulations.
13. CONTACTOR shall communicate with the public and other governmental entities, businesses, enterprises, and other interest groups. Promote and advertise the Events with appropriate media outlets, websites, and prepare news releases for the Events.
14. CONTACTOR shall develop and execute procedures to improve revenue accountability and work to seek new revenue sources through solicitation and acquisition of contributions and partnership strategies for the Events.
15. CONTACTOR shall establish policies for the Navajo Nation Fair event coordinators' roles and responsibilities for implementing and planning the fair events. Work with the Office of Environmental Health and Engineering (OEHE) to develop and implement rules and regulations for exhibitors and vendors.

#### **FISCAL RESPONSIBILITIES**

1. CONTRACTOR shall be the Financial Oversight, Reporting, and Regulatory Compliance party responsible for events of the Home of the Navajo Pro Rodeo and 77<sup>th</sup> & 78<sup>th</sup> Navajo Nation Fair / Rodeo Budget Management:

- A. Financial Oversight
  - 1. Developing and overseeing budgets to ensure funds are allocated correctly and efficiently.
    - a. Work closely with the NATION to provide fiscal integrity and accountability for expenditures of funds in accordance with the Navajo Nation laws and Navajo Nation budget fiscal policies and procedures.
  - 2. Transaction Processing: Managing all financial transactions, including payments, receipts, funds transfers, rental of tents for events, and equipment.
    - a. Maintain proper accounting records for all financial transactions of the Events. Also provide CPA certified financial statements, income statements, ledgers, Bank statements of all transactions, copies of checks, balance sheets and financial report forms, including generating and recording invoices for accounts payable required by the NATION.
- B. Compliance And Reporting
  - 1. Regulatory Compliance: Ensuring all financial activities comply with relevant laws, policies, and regulations.
    - a. Resolution No. BFJA-04-20 - The Policies Manuals of the Navajo Nation Office of the Controller.
  - 2. Financial Reporting: Preparing regular financial reports to provide transparency and accountability to stakeholders.
    - a. All revenues collected will be deposited to the Office of the Controller into the Navajo Nation Fair Office account after all accounts receivable and payable are processed for payment for the Events. Such deposits shall be made no later than sixty (60) days after the closing of Home of the Navajo Pro Rodeo and Navajo Nation Fair / Rodeo.
- C. Regulatory Compliance
  - 1. Adherence to Navajo Nation Policies and Procedures: Fiscal agents ensure that all financial activities follow relevant regulations, reducing the risk of legal issues.
    - a. Work with Risk Management / Safety Loss Control / Worker's Compensation Program to effectively address public safety, environmental compliance requirements, and engage key stakeholders to conduct a comprehensive review of the Navajo Nation Fairgrounds facilities for improvement, such as upgrades on grounds, buildings, and structures, improvement of general custodial preventative maintenance, and groundskeeping operation to ensure compliance with relevant requirements of safety regulations, codes, and standards.
    - b. Work with the Division of Public Safety, Emergency Management Services, and Navajo Nation Fire Department / Fire Marshall in the development of emergency response plans tailored to the Navajo Nation Fairgrounds and events. Consider all safety precautions to provide for adequate police services, EMT first aid, and sanitary facilities.

- c. Work with Office of Environment Health and Engineering (OEHE), US Indian Health Services (I.H.S.) to ensure the vendors are in compliance with sanitation.
2. Detailed Reporting: They provide comprehensive financial reports, enhancing transparency and accountability.
    - a. CONTRACTOR shall provide a closing financial report with copies of bank statements for transactions at the end of the contract period and all financial records and transactions will be made assessable for audit purposes, in compliance with the requirements of the Navajo Nation budget fiscal policies and procedures. The CONTRACTOR shall also provide a Post-event Analysis and Close out Report detailing achievements and recommendations for future events.

**FEES AND OTHER CONSIDERATION**

Base Fees for Services:	\$ _____
Expenses:	\$ _____
Navajo Nation Tax at 6%:	\$ _____
Total Base Fee plus Taxes:	\$ _____

**CONTRACT CONTACT INFORMATION**

Copies of all notices, correspondence, reports, and statements under this contract shall be furnished to the Attention:

W. Mike Halona, Division Executive Director  
 DIVISION OF NATURAL RESOURCES  
 P.O. Box 3330  
 Window Rock, AZ 86515  
 Phone: (928) 871-6592 / 6593  
 Email: w.mike.halona@navajo -nsn.gov

**INDEMNIFICATION**

CONTRACTOR agrees to hold harmless and indemnify the Navajo Nation against any and all losses, costs, damages, claims, accidents or injuries to person or property including death, attorneys’ fees, expenses, and any other liability whatsoever (collectively, “claims”), arising under, related to, or in connection with this contract, except to the extent such Claims are directly caused by the gross negligence or intentional or willful conduct of the Navajo Nation or to the extent they result from the negligence of Navajo Nation officials or employees as provided for and in accordance with 1 N.N.C. §§ 551 *et seq.*

**APPLICABLE LAW AND JURISDICTION**

This contract shall be governed by the applicable laws of the Navajo Nation. CONTRACTOR agrees to be subject to the jurisdiction of the courts of the Navajo Nation.

## **REQUIRED INSURANCE COVERAGE**

CONTRACTOR shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverages shall name the NATION as an additional insured as specified by the RMP: a) Commercial General Liability Coverages, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; b) Auto Liability minimum limit of \$1,000,000 per accident and shall include non-owned autos; c) Workers’ Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000; and d) the Navajo Nation shall be named as additional insured for general and auto liability coverages only. All coverages shall include a waiver of subrogation. All coverages shall be primary and the Navajo Nation’s coverage non-contributory.

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

The Selected Bidder will consult with Navajo Nation Risk Management for the actual amount of Insurance coverage required for the Event Production / Fiscal Agent for the Home of the Pro Rodeo and Navajo Nation Fair events for 2025 & 2026.

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

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

## **SEQUENCE OF EVENTS**

This section contains the procurement schedule, an explanation of procurement events, and the general requirements governing this procurement. This RFP states the instructions for submitting bids, the procedure, and criteria by which a vendor may be selected and the contractual terms by which DNR intends to govern the relationship between it and the selected vendor.

All parties shall respond to the following Time Schedule and time deadlines:

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|--|----------------|
| 1. RFP Issued                          | March 25, 2025 |
| 2. Proposal Due Date (5:00 P.M. – MDT) | March 31, 2025 |
| 3. Bid Opening (1:15 P.M. – MDT)       | April 1, 2025  |
| 4. Proposal Evaluation and Selection   | April 1, 2025  |
| 5. Notice of Award to Vendor           | April 1, 2025  |

## RESPONDENT REQUIREMENTS FOR THIS RFP

Each Bidder shall submit their bid proposal in the format supplied in this bid package, with the required attached specifications. Each proposal shall be sealed in an envelope marked – “PROPOSAL FOR 2025 & 2026 HOME OF THE NAVAJO PRCA RODEO and 77<sup>th</sup> & 78<sup>th</sup> ANNUAL NAVAJO NATION FAIR: DO NOT OPEN.” In addition, Bidder must visibly mark “PRIORITY 1” Event Production and Fiscal Agent, “PRIORITY 2”, or “Non-Priority Status” on the envelope, as applicable, required under the Navajo Nation Business Opportunity Act. All parties responding to this bid are instructed to submit or send five (5) proposals (1 original and 4 copies) to the person and address provided herein.

1. Statement of Qualifications: Bidder’s Statement of Qualifications should clearly and accurately demonstrate the company’s capabilities to execute Event Production and Fiscal Agent professional services.
  - a. Certifications/Licenses.
  - b. Cover Letter.
  - c. Price Proposal: In separate sealed envelopes, provide two (2) complete copies of your fee proposal with “EVENT PRODUCTION AND FISCAL AGENT SERVICES PRICE PROPOSAL – Bidder’s Name” marked on the outside of the envelope.
  - d. Experience and Resources:
    - i. Adequately describe your company and its capabilities. Identify specific members of the project team who will be providing services to the DNR.
    - ii. Include the company name, contact name, e-mail address, and telephone number of organizations or businesses for which similar work has been performed within the past five (5) years.
  - e. Past Projects: Include a list of projects completed with comparable size, scope, and complexity.
2. The Navajo Business Opportunity Act (5 N.N.C. §§ 201-205), the Navajo Business and Procurement Act (12 N.N.C. §§ 1501-1516), Navajo Nation Procurement Act (12 N.N.C. §§ 301-371), and the Navajo Preference in Employment Act (15 N.N.C. §§ 601 et seq.), with all implementing regulations, will apply.
3. DNR reserves the right to request clarification of information submitted, and to request additional information from any proposer. DNR also reserves the right to request an interview, if necessary.

**DEFINITION OF PARTIES.** The Navajo Nation DIVISION OF NATURAL RESOURCES – ADMINISTRATION will hereinafter be referred to as the DNR. Respondents to this RFP shall be referred to as “Bidders.” The Bidder to whom the contract is awarded shall be referred to as the “Contractor.”

**QUESTIONS AND CLARIFICATIONS.** Between the time of issuance for this RFP, prospective Bidders are encouraged to call or e-mail the DNR DIRECTOR concerning any questions about the scope of the project or the RFP Time Schedule.

**RFP AMENDMENTS.** Should any amendments change or substantially clarify the RFP, they shall be forwarded by addenda to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the addenda. The DNR will not be bound by oral responses to inquiries or written responses other than addenda.

**COSTS OF PREPARATION.** The bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

**SUB-CONTRACTING.** The selected Bidder is authorized to subcontract a portion of the agreement awarded to a subcontractor. All subcontracts shall not exceed more than fifty percent (50%) of the agreement awarded.

**DEBARMENT.** Submission of a signed bid in response to this solicitation is a certification that the Bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Tribal, State, or Federal Department or Agency. Submission is also an agreement that the DNR will be notified of any change in this status.

**ERRORS.** Bids may be withdrawn or amended by the Bidder at any time before the Bid Opening. After the Bid Opening, bids may not be amended. If an apparent low Bidder has made a significant mistake, the Bidder will be given the option of providing the services at the price given or withdrawing the bid. If an extension error was made, the unit price will prevail.

**NAVAJO NATION SALES TAX.** All work performed within the NAVAJO NATION is subject to the 6% Navajo Sales Tax. On the invoice, Contractor shall identify the physical location of all work performed. The Navajo Nation shall withhold, from each payment to the Contractor, 6% of the TOTAL invoice amount associated with work performed on the Navajo Nation. This amount reflects the Sales Tax due on such invoice amount. This 6% shall be transferred to the Office of the Navajo Tax Commission ("ONTC") for the account of the Contractor. The Contractor will then indicate on the quarterly tax return required under the Navajo Sales Tax that this amount has previously been paid to ONTC. It is hereby acknowledged that withholding the amount pursuant to this section in no way removes responsibility from the Contractor as a taxpayer for the timely filing of tax returns and timely payments of any amounts which may be owed for taxes. GSA products are not subject to the Navajo Sales Tax.

**TERMINATION.** This RFP and Contract issued pursuant to this RFP may be canceled at any time, and all statements may be rejected in whole or in part, when the DNR Division Director or Deputy Division Director determines such action to be in the best interests of the DNR.

**SUFFICIENT APPROPRIATION.** Any contract awarded because of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the selected Bidder will affect such termination. The DNR's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the DNR, which shall be final and binding upon the selected Bidder. If the determination is made that there is insufficient funding to continue or finalize a project, the selected Bidder will be compensated to the level of effort performed, as authorized by the DNR Division Director or Deputy Division Director prior to that determination.

**PROPOSAL EVALUATION.** The Selection Committee will review each Bidder's proposal. During the evaluation process, the Division of Natural Resources reserves the right to request additional information or clarification from Bidders or to allow corrections of errors or omissions.

**NOTICE OF ETHICS LAWS.** The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities, and kickbacks.

**AWARD OF BID; REJECTION OF BID.** DNR reserves the right to reject any or all bids, or to accept any bid that, in its judgment, will be in the best interests of the Navajo Nation. It is our intention to award the contract to the lowest responsible Bidder, who best meets the requirements of the DNR. Scholarships, donations, or gifts to the DNR or the Navajo Nation will not be considered in evaluating bids.



**CRITERIA FOR SELECTION:** Bidders are advised that only complete bids for all line items specified will be accepted. Partial or incomplete bids will void the proposal in its entirety. Each proposal will be reviewed, and a determination will be made based on the following factors:

**EVALUATION CRITERIA – 30 POINTS MAXIMUM.**

1. Ability to perform all functions necessary in executing an Event Production and Fiscal Agent services for the Home of the Navajo PRCA Rodeos and Annual Navajo Nation Fairs for 2025 and 2026. – **10 Points.**
2. Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past. – **10 Points.**
3. Cost – **10 Points.**

The DNR reserves the right to interview respondents if deemed necessary due to tied scores or other legitimate matters. This may entail a presentation from the respondent for clarification and/or details on requested work products or other requirements. The presentation will be scheduled in Window Rock, AZ, if necessary. It is DNR's intention to award a contract to one (1) vendor to provide all services as specified.

**ALL PARTIES RESPONDING TO THIS RFP ARE INSTRUCTED TO SUBMIT A SEALED BID PACKAGE TO THE FOLLOWING ADDRESS:**

**ATTN:**

W. Mike Halona, Division Executive Director  
HOME OF THE NAVAJO PRCA RODEO and NAVAJO NATION FAIR EVENT PRODUCTION,  
RFP Number.

**Delivery to:**

Navajo Nation Division of Natural Resources – Administration  
Executive Office, South 100 Parkway Building #1-2636  
Window Rock, Arizona 86515

**OR Mail to:**

Navajo Nation Division of Natural Resources – Administration  
P.O. Box 3330  
Window Rock, Arizona 86515

**Contact Person:**

W. Mike Halona, Division Executive Director or  
Immanuel H. Charley, Deputy Division Director  
e-mail: [w.mike.halona@navajo-nsn.gov](mailto:w.mike.halona@navajo-nsn.gov)  
[harlan.charley@navajo-nsn.gov](mailto:harlan.charley@navajo-nsn.gov)  
phone: (928) 871-6593 or 6592.

All responses to this bid shall be sent or hand delivered in a sealed envelope, including a return address, and clearly marked. Questions regarding this procurement will be accepted until March 28, 2025. Any attempt by a Bidder to contact a member of the DNR staff outside the RFP Process to gain knowledge or an advantage may result in disqualification of Bidder.

The Navajo Nation reserves the right to waive any informalities or irregularities in this RFP or reject any or all proposals whenever such rejection is deemed to be in the best interests of the Navajo Nation.

**AGREEMENT TERMS AND CONDITIONS.** The Navajo Nation is not bound to enter a contract under this RFP and may issue a subsequent RFP for the same services. The Navajo Nation is a sovereign government, and all contracts entered as a result of this RFP shall comply with Navajo Nation laws, rules, and regulations, including the Navajo Preference in Employment Act (15 N.N.C §§ 601 et seq.), and applicable federal and state laws, rules, and regulations. Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity.