

Bid #26-02-4020SB

**REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**FOR**  
**MANAGING PADRES MESA RANCH**

Issued: February 6, 2026

RSQ No. 001

NAVAJO NATION  
Navajo Hopi Land Commission Office  
P.O. Box 2549  
Window Rock, AZ 86515

# **1.0 INTRODUCTION**

## **1.1 RSQ SUMMARY**

The Navajo Nation is soliciting written statements (“Statement”) from qualified firms interested in providing management of the Padres Mesa Ranch to the Navajo Nation.

## **1.2 BACKGROUND INFORMATION**

The Navajo Nation is a sovereign, federally recognized Indian Tribe. Padres Mesa Ranch (Ranch) occupies 64,000 acres and is located near Sanders, Arizona. The property was purchased in fiscal year 2009 by the Office of Navajo Hopi Indian Relocation (ONHIR). ONHIR established a demonstration ranch on the property and purchased the required cattle, goods, and services for the ranch. The purpose of the Ranch is to teach Navajo citizens economically successful and environmentally responsible grazing practices, and to sell the cattle raised on the Ranch. Functions at the Ranch include, but are not limited to: livestock management, grazing and range stewardship, infrastructure maintenance, training and demonstration activities, and cattle marketing. There are currently 166 (84 cows, 76 calves, and 5 bulls) heads of cattle on the Ranch.

The Ranch’s operations and property were transferred to the Navajo Nation by ONHIR on October 1, 2025. The Nation has retained the key ranch hands for the Ranch.

## **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”).*

RSQ issue date:	Date
Notice of Intent to Respond due:	5:00 PM MST on February 20, 2026
Written Questions due:	5:00 PM MST on February 23, 2026
Statement Submission Deadline:	5:00 PM MST on February 27, 2026
Statement Evaluation; Requests for Additional info:	Date – March 6, 2026
Response to Requests for Additional info due:	5:00 PM MST on March 13, 2026
Notification of top three (3) Finalists:	March 16, 2026
Finalist Presentations to Evaluation Committee:	<b>Date – March 23, 2026</b>
Anticipated date of Contract Award:	<b>March 30, 2026</b>

## **1.4 RSQ REPRESENTATIVE**

The assigned contact for this RSQ is:

Sarah Slim | Executive Director  
Navajo Hopi Land Commission

P.O. Box 2549 | Window Rock, 86515  
Emails: sarah.slim@navajo-nsn.gov

All communications, including questions, the Notice of Intent to Propose, and digital submission of offers, must be sent to the RSQ Representative via email.

## **1.5 RSQ QUESTION(S) SUBMISSION**

Offerors may submit questions regarding this RSQ to the RSQ Representative prior to 5:00 PM MST on February 23, 2026. Any inquiries received after the deadline will receive no response. Inquiries made in any other manner or to any other individual or Navajo Nation office regarding this RSQ will not be answered.

Answers for all properly submitted questions will be issued as addenda to this RSQ in advance of the Statement Submission Deadline. Only answers issued in this manner shall be an official response to questions.

Inquiries regarding this RSQ shall be emailed to the RSQ Representative with the subject line: “Question(s) for RSQ Number – [Offeror Name].” An example subject line follows: Question(s) for RSQ Number – ABC Corp.

## **1.6 NOTICE OF INTENT TO SUBMIT STATEMENT**

Offerors shall submit via email a written Notice of Intent to Respond (“Intent to Respond”) on or before 5:00 PM MST on February 20, 2026 to the RSQ Representative. Failure to do so will disqualify the Offeror from Statement evaluation. Any Statement received by an Offeror that did not timely submit an Intent to Respond will remain unopened and unevaluated.

The email transmitting the Intent to Respond shall be emailed to the RSQ Representative with the subject line: “Notice of Intent to Respond, RSQ No. Number – [Offeror Name]” An example of such subject line is: Notice of Intent to Respond, RSQ No. Number – ABC Corp.

## **2.0 SCOPE OF WORK**

### **2.1 PROJECT LOCATION**

The project location is near Sanders, Arizona at Padres Mesa Ranch. The selected contractor will be expected to perform work at the Ranch, its own office location(s), but also to attend meetings both virtually and in-person, as determined appropriate at the time of the meeting and as described in Section 2.2.1.

### **2.2 PROJECT DETAILS**

The Scope of Work (“SOW”) for this RSQ is for an individual or entity to manage the Padres Mesa Ranch on behalf of the Navajo Nation.

#### ***2.2.1 Services & Deliverables***

The contractor shall perform tasks, services, and deliverables, including but not limited to the following:

1. Oversees the Ranch’s daily operations and employees;

2. Facilitating livestock sales for the Ranch and the individual ranchers grazing on Padres Mesa;
3. Develop and implementing conservation plans in collaboration with individual ranchers to promote sustainable use; and
4. Providing community-oriented training and resources on ranching and grazing.

### ***2.2.2 Additional Contract Services and Deliverables***

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

## **3.0 STATEMENT REQUIRED CONTENT, FORM, & FORMAT**

### **3.1 RSQ COMPLIANCE REQUIRED**

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

### **3.2 DEADLINE & MANNER OF STATEMENT SUBMISSION**

#### ***3.2.1 Statement Submission Deadline***

Offerors shall submit their complete Statement, including any Cost Proposal, on or before 5:00 PM MST on February 27, 2026. The Navajo Nation will not accept initial, amended, or corrected Statements, regardless of form or manner of submission, after this deadline.

#### ***3.2.2 Required Manner of Statement Submission***

Offerors must submit their Statement to the RSQ Representative in the following manner:

1. email ("Submission Email") one (1) digital copy of their written Statement as a PDF file; and
2. mail (or hand-deliver) five (5) hard copies of their written Statement.

The RSQ Representative must receive both the mailed and emailed Statement submissions before the Statement Submission Deadline. Facsimile, telephonic, or instant messaging submission is not permitted. Failure to comply with all submission requirements will result in the Navajo Nation rejecting a Statement without evaluation.

#### ***3.2.3 Submission Email Requirements***

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

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

1. "Statement Submission for RSQ No. Number – [Offeror Name];" or, where applicable
2. "Statement Submission for RSQ No. Number, [NBOA Priority Classification] – [Offeror Name]."

An example of either subject line follows:

1. Statement Submission for RSQ No. Number – XYZ Corp
2. Statement Submission for RSQ No. Number, 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. the password to access the PDF files;
4. one (1) digital copy of the written Statement; and
5. one (1) digital copy of the Cost Proposal.

The Submission Email contents will not be evaluated as part of the written Statement but shall be included in assessment Offeror’s ability to comply with form, format, and content requirements of this RSQ.

All files sent with the Submission Email must be in PDF file format. Offerors shall password-protect their PDF files and provide the password for accessing the file in the Submission Email. All files may use the same password.

### 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
Statement	Statement for RSQ No. Number - [Offeror Name]
Cost Proposal	Cost Proposal for RSQ No. Number - [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 Statement with its NBOA Priority number, and include a copy of its current NBOA Priority Certificate within its Statement. Submission of an out-of-date certificate, or omission of a certificate, in a Statement claiming NBOA Priority Classification shall result in the Statement being evaluated as a Non-NBOA Priority classified submission.

Joint Ventures/Teams or Partnerships 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 Statement.

## 3.3 PUBLIC INFORMATION; IDENTIFYING PROPRIETARY INFORMATION

All Statement 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 Privacy Act.

## **3.4 WRITTEN STATEMENT REQUIREMENTS**

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

An Offeror's submission, which includes both the Statement and Cost Proposal, shall not exceed fifty (50) letter-sized pages, including text and/or graphic material. The only items exempt from this page limit are:

1. the Submission email transmitting the Statement so long as it contains no additional information to that provided in the Statement or required by this RSQ;
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 Statement Required Contents and Order***

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

1. Transmittal Letter
2. Executive Summary
3. Offeror's Understanding of Responsibility to the Navajo Nation
4. Disclosure of Conflicts of Interest
5. Recognition of Navajo Nation Sovereignty, Laws, and Jurisdiction
6. Offeror Information
7. Resume and Qualifications of Key Personnel
8. Offeror's Intended Work Plan
9. Sample Offeror's Work
10. 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 Statement;
3. provide the Offeror's identifying information;
4. provide the name, title, and signature of the person authorized to bind the Offeror to its Statement 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 Statement to provide the Evaluation Committee with a broad understanding of the entire Statement. In addition, the Executive Summary should begin by providing:

1. a description of key staff for the project, including title, applicable credentials, and years of experience in their role;
2. an overview of the Offeror's prior, related experience; and
3. a statement highlighting the Offeror's proposed work plan and projected cost.

Note: Please provide copies of any listed credentials as required in Section 3.4.2.10.

#### 3.4.2.3 Offeror's Understanding of Responsibilities to the Navajo Nation

The Offeror must provide a clear, concise statement describing its understanding of this RSQ's SOW, including objectives, and the actuarial consultant's responsibilities to comply with the content and timelines. This statement will demonstrate the Offeror's view of the nature of the engagement.

#### 3.4.2.4 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.

#### 3.4.2.5 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.

#### 3.4.2.6 Offeror Information

This section should present the highlights of the Offeror's corporate resources, including total staff, organizational structure, financial stability, technical environment, and details of previous experience. 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. Copies of audited Annual Financial Statements for the two (2) most recent years.
  3. A description of the hardware and software that the Offeror will utilize to provide the services identified in this RSQ, including the following.
    - a. Listing the system's specific location configuration and capabilities.
    - b. Describing all back-up computer systems, disaster recovery protocols, and the Offeror's ownership of the system.
  4. A description of the Offeror's experience with a particular emphasis on work performed for other tribal government systems.
  5. Three (3) client references for systems comparable in size to the Navajo Nation government retirement system. 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.
  6. A description of the Offeror's quality control standards and internal quality assurance process to ensure accuracy and quality of work, particularly those aspects that specifically pertain to actuarial services, including:
    - a. noting the checks and balances the Offeror has in place to assure accuracy; and
    - b. providing results of actuarial industry peer review and evaluations for the Offeror and its actuarial consultants.
  7. Details demonstrating the Offeror's financial viability through submission of documentation establishing a response as to whether the Offeror, or any parent company:
    - a. has ever filed for bankruptcy or any form of reorganization under the federal bankruptcy laws or code;
    - b. has ever received sanctions of any sort or is currently under investigation by any regulatory or governmental body, regardless of jurisdiction; and
    - c. has ever had a contract cancelled for cause.

If the Offeror responds in the affirmative to any of the above statements, it shall provide evidence of the incident and an explanation for the reason.

#### 3.4.2.7 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. Each actuary should have a minimum of ten (10) years of relevant experience. 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.

### 3.4.2.8 Offeror's Intended Work Plan

The Work Plan must identify the major tasks to be accomplished within delineated timeframes for use as a scheduling and managing tool, which will serve as the basis for invoicing; consist of an established time frame for delivery of the requested services; and indicate how the Offeror will organize its staff and the various duties they will perform to carry out the responsibilities. Specifically, the Work Plan must identify, according to the work performed, the person(s) who will serve as actuarial consultant(s) and any other support personnel. The Navajo Nation prefers that more than one actuarial consultant is assigned to work with the Navajo Nation to ensure that one is available for immediate response to the Nation's needs. Last, the Work Plan shall identify if there will be any changes to the personnel once the contract is agreed to and how the changes will be made.

In addition to those required in the SOW, Offerors shall identify additional tasks or services they offer that will substantially improve work product and delivery. These additional services and attendant costs shall not be included as a part of, but rather in addition to, the Offeror's proposed Work Plan or Cost Proposal.

### 3.4.2.9 Sample of Offeror's Work

This section should contain a sample of the firm's work.

### 3.4.2.10 Statement 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 Statement of Qualification 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 RFP'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 general and professional liability insurance
8	Joint Venture/Teaming or Partnership Agreement	Provide if applicable

Should any document expire between the Statement of Qualification Submission Deadline and contract execution, the Offeror shall immediately submit new, current documentation to the RSQ 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 RSQ, including the name, address, and whether such subcontractor is Navajo-Owned.

## **3.5 COST PROPOSAL**

### ***3.5.1 Procurement Funding Sources***

The intended funding source(s) for this procurement are Navajo Nation funds. All funding sources are subject to change before and after contract execution without notice.

### ***3.5.2 Cost Proposal Separately Sealed***

Offerors shall submit a Cost Proposal separate from their written Statement. For written submissions, the Cost Proposal shall be in a separately sealed envelope and for the Submission Email, the Cost Proposal shall be attached as a separate, password protected 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 Statement—e.g., a submitted Statement 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 Statement must include the breakdown of and total cost for all work to be performed in the Work Plan, consistent with this RSQ's SOW during the initial contract term, including general duties, valuations, consulting, and advisory services. The Cost Proposal shall be consistent with the major tasks identified for completion within the delineated timeframes of the Work Plan and shall meet the following requirements.

1. There will be no reimbursements of travel, communication costs, computer charges, and other expenses 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. The total cost must be all-inclusive. No additional amounts will be allowed.
4. For each additional Contract Service and Deliverable proposed, Offerors shall provide the total, all-inclusive cost of such for the initial contract term. The Cost Proposal shall make clear that the cost of these additional tasks or activities is not a part of the total proposed cost, but are in addition to such.

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

Any contract resulting from this RSQ 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 STATEMENT**

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

1. Mail (or hand-deliver) five (5) complete copies of the corrected or amended Statement, including the separately sealed Cost Proposal, whether unchanged, corrected, or amended, with notice that it is providing an amended or corrected Statement that is signed by the Offeror's Representative; and
2. Email one (1) complete copy, in its entirety, of the corrected or amended Statement and the Cost Proposal as two (2) separate password-protected PDF files, with notice that it is providing an amended or corrected Statement that is signed by the Offeror's Representative.

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

### **3.7 WITHDRAWAL OF A SUBMITTED STATEMENT**

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

## **4.0 STATEMENT EVALUATION**

### **4.1 GOAL OF EVALUATION**

The goal of Statement 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 RSQ 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 Statements received prior to the Statement Submission Deadline. Should the Evaluation Committee require any additional information or clarification of a Statement, it shall directly notify the Statement's Offeror. Offerors shall provide any additional information the Evaluation Committee requests by 5:00 PM MST on March 6, 2026.

### **4.3 PROCESS FOR STATEMENT OPENING AND EVALUATION**

The Navajo Nation shall not open Statements 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 Statements 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 RSQ.

If the Navajo Nation determines there are no responsive and responsible Statements, or if there are no Statements from, Priority No. 1 Offerors, the Navajo Nation shall next open and evaluate Statements 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 RSQ.

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

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

#### 4.4 REJECTING NON-COMPLIANT STATEMENTS

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

1. a Statement does not conform to or fully address the SOW;
2. a Statement attempts to impose conditions that modify any requirements of the SOW or this RSQ;
3. a Statement attempts to or limit 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 Statement.

Failure to sign a Statement by the person authorized to bind the Offeror shall not be waived as an irregularity or made into a mandatory change in requirements allowed under Section 6.2.2; it is not curable after the Statement of Qualification Submission Deadline.

#### 4.5 EVALUATION CRITERIA

The Navajo Nation will only consider Statements appropriately received before the Statement of Qualification Submission Deadline and will assess the information provided in the Statement against the details of this RSQ.

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

Criteria	Points Eligible
<i>Offeror Information and Qualifications</i> Background information Technical Hardware and Software Available Offeror’s Related Experience and Sample Work Resume and Qualifications of Key Personnel  Quality Control and Assurance Financial Viability Client References	40

<i>Offeror's Intended Work Plan</i> Identified Tasks and Timeframes Work Organization by Key Personnel Additional Services and Deliverables	50
<i>Offeror's Required Statements</i> Offeror's Understanding of Responsibility to the Navajo Nation Disclosure of Conflicts of Interest Recognition of Navajo Nation Sovereignty, Laws, and Jurisdiction	5
<i>Presentation of Statement</i> Clarity, organization, and presentation indicate understanding of SOW Conformance with form, format, and content requirements	3
<i>Provision of all Required Documentation</i>	2
<b>Total Score Possible</b>	<b>100</b>

The criteria given considerable weight in the Statement evaluation process:

1. the perceived effectiveness of the Offeror's Statement in relation to the SOW;
2. the Offeror's experience and ability to timely meet the needs and deadlines of the Navajo Nation; and
3. the Offeror's ability to provide and deliver qualified personnel with the knowledge and skills required to effectively and efficiently execute the services proposed in the SOW.

The Navajo Nation reserves its right to reassess its evaluation and scoring of a Statement in response to any subsequently provided information, submission of an Alternate Statement, or based on the findings of Finalist presentations.

#### **4.6 NOTIFICATION OF FINALISTS**

The Navajo Nation intends to provide written notification to the three (3) Offeror's with the highest evaluation scores of their status as a Finalist for Contract Award by March 16, 2026. Finalist should be prepared to provide a presentation of their Statement to the Evaluation Team.

#### **4.7 FINALIST PRESENTATIONS**

The Navajo Nation will receive presentations from and conduct interviews with Finalists to seek clarification for and/or assurance of the Finalist's full understanding of and responsiveness to the RSQ and the needs of the Navajo Nation.

The Evaluation Team may adjust a Finalist's evaluation score as influenced by the Finalist presentation. The Navajo Nation is not obligated to amend the list of Finalists regardless of whether score adjustment(s) changes the overall ranking of the top three (3) Offerors.

## **5.0 CONTRACT AWARD**

### **5.1 NOTIFICATION OF CONTRACT AWARD**

Following Finalist presentations, the Navajo Nation anticipates making a Contract Award for this RSQ to the most responsive and responsible Finalist that best demonstrates the qualifications necessary to address the requirements in the SOW. If the Navajo Nation makes a Contract Award, it will do so from the list of Finalists and directly notify in writing the selected Finalist (“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 three (3) 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 RSQ 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 Statement.

### **5.5 EXPECTED CONTRACT TYPE**

The Navajo Nation expects to execute a Navajo Nation Professional Services Contract (“PSC”) that is amended specifically to meet the needs of this RSQ with the Awardee. All provisions for the standard PSC form, or as amended to meet the needs of this RSQ are subject to change prior to contract execution.

### **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 RSQ**

### **6.1 RSQ ADDENDA**

The Navajo Nation shall make every effort to anticipate any amendments, corrections, or updates to this RSQ's information and requirements, and issue appropriate addenda prior to the Statement Submission Deadline. The Navajo Nation shall issue addenda in the same manner as this RSQ'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 RSQ AMENDMENTS**

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

## **7.0 RFP 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 RSQ shall comply with Navajo Nation laws, rules, and regulations, and applicable federal laws, rules, and regulations. Submission of a Statement in response to this RSQ 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 RSQ 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 RSQ. Once submitted, all documents and materials provided in response to this RSQ 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 Statement or other materials for this RSQ.

#### ***7.1.4 Statements kept Confidential during Evaluations***

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

The Navajo Nation is not bound to enter into a contract under this RSQ and may at any time, and at its own discretion, cancel this RSQ, reject all Statements, or issue a separate RSQ 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 RSQ, 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 Statement, 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 RSQ 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 RSQ if any of the following occur 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 RSQ, any pre-procurement activities related to this RSQ, or to the contract award related to this RSQ 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 RSQ;
5. there has been a revision of the budget or originally established Maximum Feasible Price for this RSQ;
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 RSQ. 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 Statements.

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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