

REQUEST FOR QUALIFICATIONS
FOR
LEGAL COUNSEL AND BUSINESS SERVICES
FOR INDUSTRIAL BUSINESS DEVELOPMENT

Issued: March 30, 2026

NAVAJO NATION
Department of Justice
P.O. Box 2010
Window Rock, AZ 86515

1.0 INTRODUCTION

1.1 RFQ SUMMARY

The Navajo Nation Department of Justice (Navajo DOJ) seeks to engage a multi-services law firm to assist in developing the Church Rock Industrial Park located on fee land in Gallup, New Mexico.

1.2 BACKGROUND INFORMATION

The Church Rock Industrial Park is located 6 miles east of downtown Gallup on Highway 118. It features warehouses, utilities, and proximity to Interstate 40. It is fee land located within the City of Gallup with several liens on the property and fixtures. The liens are city, county, and state liens.

The Navajo Nation Division of Economic Development (DED) desires to have all the liens addressed and repairs completed to the existing infrastructure on the Industrial Park. DED has also issued what is called an Emergency Operating Agreement to an entity to manage, operate, and maintain former Church Rock Development facility following the abandonment of the site by the previous tenant, who ceases operations on (DATE). That entity has indicated it needs significant public funding to succeed.

DED aims to ensure that a capable and successful entity occupies the Industrial Park with a focus on creating new jobs. The region has lost significant employment in the last several decades due to the closure of a coal mine and a gasoline refinery.

DED requires legal and business services to support the redevelopment and future operation of the Industrial Park. Services may include, but are not limited to, addressing and facilitating the resolution or release of existing liens and encumbrances; developing contractual and operational frameworks for current or future tenants or operators; establishing clear responsibilities for site management, operation, and maintenance; and recommending risk mitigation measures and safeguards to reduce liability and preserve the value and condition of the industrial facilities and infrastructure.

1.3 KEY DATES

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

RFQ issue date:	March 30, 2026
Written Questions due:	5:00 PM MST on April 9, 2026
Statement Submission Deadline:	5:00 PM MST on April 16, 2026
Statement Evaluation; Requests for Additional info:	April 17, 2026 – April 23, 2026
Response to Requests for Additional info due:	5:00 PM MST on April 23, 2026
Notification of top three (3) Finalists:	April 25, 2026
Finalist Presentations to Evaluation Committee:	April 30, 2026 – May 1, 2026
Anticipated date of Contract Award:	May 4, 2026

1.4 RFQ REPRESENTATIVE

The assigned contact for this RFQ is:

Tamera Begay
Navajo Department of Justice
P.O. Box 2010 | Window Rock, AZ 86515
Email: tamera.begay@navajo-nsn.gov

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

1.5 RFQ QUESTION(S) SUBMISSION

Offerors may submit questions regarding this RFQ to the RFQ Representative prior to 5:00 PM MST on April 9, 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 RFQ will not be answered.

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

Inquiries regarding this RFQ shall be emailed to the RFQ Representative with the subject line: “Question(s) for RFQ # – [Offeror Name].” An example subject line follows: Question(s) for RFQ #1 #1– ABC Corp.

2.0 SCOPE OF WORK

2.1 PROJECT LOCATION

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

2.2 PROJECT DETAILS

The Scope of Work (“SOW”) for this RFQ is to provide legal and business services necessary to support the successful redevelopment of the Navajo Nation’s Church Rock Industrial Park. Services shall include, but are not limited to, conducting due diligence; addressing and facilitating the release or resolution of any existing liens or encumbrances from prior operations; and providing legal and business guidance to ensure that new development and operations are established on a sound and compliant foundation.

2.2.1 Consulting Services & Deliverables

The contractor shall perform tasks, services, and deliverables, related to assisting the DED in redeveloping the Church Rock Industrial Park, including but not limited to the following:

1. Any work that needs to be completed to make the site leasing ready, such as addressing outstanding liens, necessary repairs, and cleanup of site;
2. Assist DED in due diligence on the recipient of an existing Emergency Operating Permit at the Industrial Park;

3. Complete due diligence on other potential lessees; and
4. Negotiate robust lease terms with selected lessee to ensure the Industrial Park is successfully redeveloped.

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 RFQ COMPLIANCE REQUIRED

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

3.2 DEADLINE & MANNER OF STATEMENT SUBMISSION

3.2.1 Statement Submission Deadline

Offerors shall submit their complete Statement on or before 5:00 PM MST on April 16, 2026. The Navajo Nation will not accept initial, amended, or corrected Statements, regardless of form or manner or submission, after this deadline.

3.2.2 Required Manner of Statement Submission

Offerors must submit one (1) digital copy of their written Statement as a PDF file, via email, to the RFQ Representative.

The RFQ Representative must receive the emailed Statement submissions before the Statement Submission Deadline. Facsimile, telephonic, mail, 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 RFQ # – [Offeror Name];" or, where applicable
2. "Statement Submission for RFQ #, [NBOA Priority Classification] – [Offeror Name]."

An example of either subject line follows:

1. Statement Submission for RFQ # – XYZ Corp
2. Statement Submission RFQ #, 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 Proposal; and

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 RFQ # - [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.

3.3 PUBLIC INFORMATION; IDENTIFYING PROPRIETARY INFORMATION

All Statements 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 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 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 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. Sample Offeror's Work
9. 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 ("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; and
2. an overview of the Offeror's prior, related experience.

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 RFQ's SOW, including objectives, and 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 law firm.

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. A description of the Offeror's experience.
3. 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.

3.4.2.7 Resume and Qualifications of Key Personnel

This section shall provide summary information regarding the experience, education, and professional qualifications of the personnel and attorneys who will perform work under the Contract. The lead attorney should have a minimum of ten (10) years of relevant experience with key support attorneys, if applicable, having a minimum of three (3) years of relevant experience. Disclose all complaints filed with the relevant legal boards against the Offeror or its attorneys that resulted in a negative finding, censure, sanction, or discipline against the Offeror or its attorneys.

3.4.2.8 Sample of Offeror's Work

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

3.4.2.9 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 RFQ's SOW and Offeror's Work Plan
2	NBOA Priority Classification certificate	Provide if applicable
3	Non-Collusion Certification	
4	Debarment and Suspension Certification	
5	Certificate of Good Standing	No older than one (1) calendar year
6	IRS Form W-9	Use current IRS revised form
7	Certificate of Insurance	Shall show the Offeror's current 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 RFQ Representative. Failure to do so may result in loss of Contract Award.

3.4.3 Subcontractors

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

3.5 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 Proposal Submission Deadline. To correct or amend a Statement, the Offeror must:

1. Email one (1) complete copy, in its entirety, of the corrected or amended Statement as a 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 Proposal shall be the Offeror's official submission, and the Navajo Nation will not open or consider any previously submitted Statement.

3.6 WITHDRAWAL OF A SUBMITTED STATEMENT

Any Offeror may withdraw its Statement prior to the Proposal 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 RFQ 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 April 23, 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 Navajo Business Opportunity Act (NBOA) and the Navajo Nation's 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 RFQ.

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 RFQ.

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 RFQ.

Regardless of whether the Navajo Nation determines there are or are not responsive Statements from responsible Offerors, it reserves the right to terminate this RFQ 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 RFQ 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 RFQ;
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 RFQ.

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

Criteria	Points Eligible
<i>Offeror Qualifications</i> <ul style="list-style-type: none"> - Resume and Qualifications of Key Personnel (20) - Years of Experience (10) - Comprehensive nature of firm’s services to provide legal and business advice (10) 	40
<i>Offeror's Demonstrated Experience</i> <ul style="list-style-type: none"> - five (5) examples of redevelopment of industrial site with liens and needed infrastructure repairs (20) - five (5) examples of demonstrated experience developing in rural impoverished communities. (20) - five (5) examples of demonstrated experience developing with state or federal programs. (20) 	60
Total Score Possible	100

The criteria given considerable weight in the Statement evaluation process:

1. the Offeror’s experience and ability to meet the needs and deadlines of the Navajo Nation; and
2. 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 April 25, 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 RFQ 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 RFQ 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 two (2) 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 Proposal.

5.5 EXPECTED CONTRACT TYPE

The Navajo Nation expects to execute an Attorney Contract that is amended specifically to meet the needs of this RFQ with the Awardee.

5.6 CONTRACT REQUIRED DOCUMENTATION

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

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

6.0 AMENDMENTS AND CORRECTIONS TO THIS RFQ

6.1 RFQ ADDENDA

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

6.2 DIRECT NOTIFICATION TO OFFERORS PROVIDING INTENT TO RESPOND

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

6.3 POST-EVALUATION RFQ AMENDMENTS

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

7.0 RFQ DISCLAIMERS

7.1 OFFEROR NOTICES

7.1.1 Offeror Acceptance of Navajo Nation Requirements

The Navajo Nation is a sovereign government and all contracts entered into as a result of this RFQ shall comply with Navajo Nation laws, rules, and regulations, and applicable federal laws, rules, and regulations. Submission of a Statement in response to this RFQ 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 RFQ and any resulting contract will be resolved under the laws of the Navajo Nation; and
3. that the Offeror agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.

7.1.2 Navajo Nation Ownership of Documents and Materials

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

7.1.3 Costs Incurred

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

7.1.4 Proposals kept Confidential during Evaluations

The Navajo Nation shall not disclose in any way information from or in relation to 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 RFQ provided that such waiver does not, in the Navajo Nation's sole determination, materially affect the objective nature of the procurement process. Any such determination or waiver shall be applied to all submitted 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 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 RFQ shall not waive the sovereign immunity of the Navajo Nation unless explicitly approved by two-thirds vote of the full membership of the Navajo Nation Council.

7.2.4 Appropriation Required

Any Contract Award for this RFQ is contingent upon the availability of funds. If sufficient funds, for any reason, do not exist, the Navajo Nation may terminate or reduce the scope of a Contract Award or executed contract. The Contract Awardee shall accept as final the Navajo Nation's decision. During the

contract term, any action by the Navajo Nation Council rescinding an appropriation or failing to approve subsequent appropriations shall result in immediate contract termination or SOW reduction. The Navajo Nation shall put into effect such termination or reduction in scope through written notice to the Offeror.

7.2.5 Right to Cancel this RFQ

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

7.2.6 Right to Cancel Contract Award

The Navajo Nation reserves its right to terminate a Contract Award under this RFQ if any of the following 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 RFQ, any pre-procurement activities related to this RFQ, or to the contract award related to this RFQ is in violation of any applicable Navajo, federal, or state law or regulation governing this procurement;
3. the selected Offeror, or any other related person or firm, is ineligible for Contract Award pursuant to applicable Navajo Nation, federal, or state laws or regulations;
4. there has been a change to the SOW or to any other mandatory requirement of this RFQ;
5. there has been a revision of the budget or originally established Maximum Feasible Price for this RFQ;
6. a protest has been timely filed in accordance with Navajo Nation law, unless a written determination has been made to proceed with contract execution pursuant to Navajo Nation law; or
7. it is in the best interest of the Navajo Nation.

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

7.2.7 Applicable Navajo Nation Laws, Regulations, and Policies

All Navajo Nation laws and regulations shall govern this procurement, including establishing the eligibility of an Offeror under consideration for a contract award. All interested entities, Offerors, any Awardee, and contracting party shall comply with any and all applicable laws, regulations, and policies governing business certification and operation, procurement, administration, performance, payment, reporting, and any other matters related to this RFQ. Applicable laws and regulations include, but are not limited to:

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

6. The Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*;
7. The Navajo Nation Procurement Rules and Regulations, resolution BFMY-07-23 adopted by the Budget & Finance Committee of the Navajo Nation Council;
8. The Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*; and
9. The Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*

8.0 ADDITIONAL MATERIALS, REQUIRED FORMS, AND SAMPLES

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

Attachment A	Office of Navajo Tax Commission 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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