



RAMAH NAVAJO CHAPTER
P.L. 93-638 OFFICE OF GRANTS & CONTRACTS

REQUEST FOR PROPOSAL

PROPOSAL DUE DATE: July 15, 2022
PROJECT DESCRIPTION: RFP 2022-04 On-Call Grant Writer

CONTACT PERSON(S): Michelleda Eriacho, Procurement Specialist
Phone Number: (505) 876-9648
Email Address: MichelledaEriacho@ramahnavajo.org

Darnell J. Maria, Executive Director (Project Manager)
Phone Number: (505) 876-9677
Email Address: djmaria@ramahnavajo.org

DELIVER TO: Ramah Navajo Chapter—PL 93-638 Office of Grants & Contracts
Attention: Procurement Office
HC 61, Box #13
Via BIA Road 125/Mt. View Community at Business Office
Ramah, New Mexico 87321

MAIL TO: Ramah Navajo Chapter—PL 93-638 Office of Grants & Contracts
Attention: Procurement Office
HC 61, Box #13
Ramah, New Mexico 87321

RETURN ALL PROPOSALS CLEARLY MARKED:

"RFP 2022-04 On-Call Grant Writer"

The Ramah Navajo Chapter—PL 93-638 reserves the right to reject any or all proposals and to waive any informality in the proposals received whenever such rejection or waiver is in the best interest of the Ramah Navajo Chapter—PL 93-638.

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I. INTRODUCTION

A. BACKGROUND INFORMATION

1. The Ramah Navajo Chapter, a political sub-unit and a sovereign tribal government of the Navajo Nation, is located on the Ramah Navajo Indian Reservation in the western part of the State of New Mexico, Cibola County.
2. The Ramah Navajo Chapter, a part of and recognized by the Navajo Nation Tribal Council, receives its authority to contract community service programs directly with the Bureau of Indian Affairs, US Department of the Interior pursuant to Public Law 93-638 Indian Self-Determination and Educational Assistance Act, as amended.
3. The Ramah Navajo Chapter, Office of Grants & Contracts (herein RNC '638) administers the following local government programs—Law Enforcement/Corrections Services, Natural Resources/Range Management, Real Estate Services, Community Planning & Development, Facilities Management, Tribal Services and general administrative support services. The RNC '638 also subcontracts the community housing program through the Navajo Nation and Navajo Housing Authority through Public Law 104-330 Native American Housing and Self-Determination Act (NAHASDA).
4. The RNC '638 has a direct Program Agreement with the US Department of Transportation-Federal Highway Administration to plan, design and contract road construction projects through the Fixing Americas Surface Transportation (FAST) Act.
5. The RNC '638 continually maintains unmodified (clean) audits and certified financial and managerial systems with annual audits performed by an independent firm according to 2 CFR Part 200 Subpart F-Audit requirements.

B. RFP PURPOSE

1. The Ramah Navajo Chapter, Office of Grants & Contracts— Administration (RNC '638) herein solicits to receive proposals from responsible, responsive and qualified grant writer (independent contractors) to provide grant writer service as outlined in Section III – Scope of Work.

C. LEAD AGENCY CONTACT

1. Any inquiries or requests regarding the "Procurement" should be submitted in writing to the Lead Agency's Procurement Office listed below. Interested Parties may contact ONLY the Procurement Office regarding the procurement. Inquiries and requests made to other staff will not be responded to. All responses will be in writing and will be distributed to all Interested Parties who receive a copy of this RFP.

Michelleda Eriacho, Procurement Specialist
Ramah Navajo Chapter, Office of Grants & Contracts
HC 61, Box 13
Ramah, NM 87321

Telephone: (505) 876-9648
Email: MichelledaEriacho@ramahnavajo.org

2. Any inquiries or requests regarding the "Scope of Work", Project Location, or the procedures should be submitted in writing to the designated Project Manager listed below. All responses will ONLY be accepted in writing via email and will be distributed to all Interested Parties who receive a copy of this RFP.

Darnell J. Maria, Executive Director (Project Manager)
Ramah Navajo Chapter, Office of Grants & Contracts

HC 61, Box 13
Ramah, NM 87321

Telephone: (505) 876-9520
Email: Djmaria@ramahnavajo.org

D. DEFINITION OF TERMS

1. "Project" means the "RFP 2022-04 On-Call Grant Writer to Administration" for which this RFP Package has been prepared and to which this RFP pertains.
2. "RNC '638" means the Ramah Navajo Chapter, Office of Grants & Contracts.
3. "Project Manager" means the person with RNC '638 that is designated and authorized to administer and manage the Procurement for the Project.
4. "Procurement" means the specific procedures and overall process – as governed by the applicable provisions of the Navajo Nation Procurement Act (12 N.N.C. §301 et seq.) and the Navajo Nation Procurement Regulations (adopted by Resolution No. BFD-192-03, dated December 16, 2003) – of providing this RFP Package to Interested Parties; of receiving, reviewing, evaluating, and ranking all eligible Proposals submitted; and of ultimately selecting an Contractor for a Contract Award for the Project.
5. "RFP Package" means this package for the Project containing all information, terms, conditions, and documents governing this Procurement Project.
6. "Interested Party" means a person, business, firm, company, or Joint-Venture that is interested in providing the Project requirements and seeks to submit a Proposal for the Project for consideration by the RNC '638.
7. "Joint-Venture" means a group of two or more persons, businesses, firms, entities, or companies that has legally established a general partnership under shared control, for purposes of sharing capital, technology, human resources, risks and rewards, usually for a particular project or transaction; members of the Joint-Venture shall be equally exposed to full legal liability; a Joint-Venture is created through the legal procedures of creating a memorandum of understanding, a Joint-Venture agreement, any ancillary agreements, and obtaining approval from a state regulatory agency; a Joint-Venture is treated like a partnership for tax purposes.
8. "Proposal" means a statement, document, résumé, or package listing all qualifications of an Interested Party, including licensing, certification, education, training, experience, prior projects, and other relevant information pertaining to the qualifications necessary to successfully complete the Project; a Proposal also includes a description of the methods and schedule by which the Interested Party plan to provide the desired required services for the Project; when required, a Proposal shall also include a Fee Offer for the Project.
9. "Fee Offer" means a statement of the fees or compensation that an Interested Party, if selected for the Contract Award for the Project, shall expect to receive as payment for satisfactory performance under such Contract; at the discretion of the Party submitting a Proposal, a Fee Offer may be in the form of a single total amount that the Party expects to receive as payment for the entirety of services fully performed under the Contract for the Project, or Fee Offer may be in the form of a series of separate amounts of payments, such as a Schedule of Values, Hourly Fee Schedule, or other similar incremental payment amounts.
10. "Contractor" or "Engineering Firm" means a person, business, firm, entity, company, or Joint-Venture that performs the requirements of the Project.
11. "Selected Contractor" means the Contractor or Contractors who are ultimately selected by the RNC '638 for a Contract Award for the Project.
12. "Mandatory" means "must" or "shall" and identifies a required condition or event; failure to comply with Mandatory directive shall result in Disqualification of a Proposal or a Party.

13. "Distribution List" means a list of Interested Parties, prepared and maintained by RNC '638, who have timely submitted a Proposal for the Project; a Party must be eligible for a Contract Award for the Project in order to be included on the Distribution List.
14. "Selection Committee" means a group of no less than three (3) qualified persons of RNC '638 to review, evaluate, and rank all eligible Proposals and Parties, for a Contract Award for the Project.
15. "Determination" means a written decision of the Selection Committee or the Project Manager regarding any aspect of the Procurement for the Project.
16. "Responsible" (as applied to an Interested Party or Contractor) means having an established reputation and track-record of excellent services and performance, proper education, training, licensing, certification, and/or experience, and full qualifications to satisfactorily perform the Contract for the Project.
17. "Responsive" (as applied to a Proposal) means having qualifications that are minimally sufficient or adequate to satisfy the Contract performance requirements for the Project; Responsive does not necessarily mean the Most Qualified and does not guarantee that a particular Proposal will be selected for a Contract Award.
18. "Most Qualified" means more than minimally sufficient; more than adequate – i.e., the highest/best of all Proposals or Parties being reviewed, evaluated, and ranked.
19. "Disqualified" means that a Proposal is considered Non-Responsive, and/or that a Party is considered Non-Responsible; "Disqualified" means that a Proposal is considered ineligible for consideration for Contract Award, and/or Party is deemed ineligible to receive a Contract Award; all such determinations described in this definition shall be in accordance with Subsection II.F. AUTHORITY TO INVESTIGATE.
20. "Contract" means a finalized, duly approved, written agreement between the RNC '638 and the Selected Contractor, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of the Project.
21. "Contract Award" shall mean a formal award of a Contract by the RNC '638 for the Project(s).

II. REQUIREMENTS FOR THIS PROCUREMENT

A. GENERAL

1. RNC '638 authority. This RFP Package is issued by RNC '638. RNC '638 is the only office authorized to make copies of this RFP Package, to distribute this RFP Package, to amend this RFP Package, to cancel/withdraw this RFP, and to release any information, clarification, documents, or materials pertaining to the RFP or the Project.
2. Costs of submission. All costs incurred by Interested Parties in the preparation, reproduction, transmittal, delivery, or presentation of a Proposal, or any other documents or materials submitted in response to this RFP, shall be paid solely by such submitting Parties.

B. COMPLIANCE STATEMENT

1. The submitted Proposal must include a Mandatory statement indicating acknowledgement and commitment to comply with the following:
 - a) Applicable Navajo Nation and Federal laws, regulations, and Executive Orders relating to the enforcement of civil rights, anti-discrimination, equal opportunity, and Navajo or Indian preference.
 - b) Applicable requirements of the Americans with Disabilities Act of 1990.
2. All Proposals not including the Mandatory compliance statement shall be Disqualified from consideration for a Contract Award for the Project.

C. NAVAJO NATION LAWS & REGULATIONS

1. All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Procurement for this Project, and shall govern the eligibility of all Interested Parties to be considered or eligible for a Contract Award. Applicable laws and regulations include, but are not limited to, to the following:

- a) Navajo Sovereign Immunity Act, as amended (1 N.N.C. §551 et seq.)
- b) Title 2 N.N.C. §222-223 (Contracts)
- c) Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 et seq.)
- d) Navajo Nation Procurement Act (12 N.N.C. 301-371)
- e) Navajo Nation Procurement Rules and Regulations (adopted by the Budget & Finance Committee of the Navajo Nation Council via Resolution No. BFD-192-03; dated December 16, 2003)
- f) Navajo Business and Procurement Act (12 N.N.C. §1501 et seq.)

2. The Selected Contractor shall comply with any and all applicable laws, regulations, policies, funding grant provisions, or guidance governing this Procurement, including all applicable Navajo Nation laws and regulations as described in Section II.C and Section VI herein, and including the Evaluation Criteria set forth in Section V herein.

D. ACCEPTANCE OF REQUIREMENTS

1. All Proposals shall constitute the submitting Party's acknowledgement and acceptance of all requirements and conditions governing this Procurement, including all applicable Navajo Nation laws and regulations as described in Subsection II.C herein, and including the Evaluation Criteria set forth in Section V herein.

E. OWNERSHIP OF DOCUMENTS

1. All documents and materials contained in this RFP are the property of the RNC '638. All documents and materials contained in all submitted Proposals shall be the property of the RNC '638 and not be returned to the submitting Party unless the RFP is cancelled; all such documents and materials shall be either retained or discarded by RNC '638, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act (2 N.N.C. §81 et seq.).

F. AUTHORITY TO INVESTIGATE

1. The Procurement Manager and/or Project Manager may make such inquiries and investigations of any persons or entities, as necessary and reasonable, to determine the Responsibility of any Interested Party, including eligibility for a Contract Award under RNC '638 or other applicable laws or regulations, and to determine the Responsiveness of any Proposal submitted for the Project. Interested Parties failing to submit any information, documents, or materials requested by the RNC '638, in a reasonable timely manner, shall be Disqualified from consideration for a Contract Award for the Project.

G. PRE-PROPOSAL MEETING

1. There will be NO Pre-proposal meeting for this Project.

H. SUBMISSION OF PROPOSALS – DEADLINE

1. All Proposals submitted for consideration must be actually received by the RNC '638 Procurement Manager on or before **July at 5:00 PM MDST**, without exception. Any Proposal received after this deadline shall be Disqualified and returned to the Offeror unopened. The Procurement Manager shall record the exact time and date each Proposal is actually received, and all Proposals must be submitted to the Procurement Manager at the place identified on the front page of this RFP Package. All submitted Proposals must be sealed and the package/envelope must be clearly labeled "Do Not Open— RFP2022-04 On -Call Grant Writer." Proposals submitted by email or fax shall be Disqualified.

I. CONFIDENTIALITY

1. The contents of all Proposals and related materials shall be kept confidential until RNC '638 has issued a written notice of a Contract Award. At that time, all Proposals shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

J. SUBCONTRACTORS

1. The Selected Contractor shall perform all work that may result from this Procurement and all payments under the Contract shall be directly made only to the Selected Contractor. Use of subcontractors, consultants, suppliers, laborers, or other persons or parties identified in the submitted Proposal is permitted, but use of such persons or parties for the Project shall not exceed more than forty-nine (49%) of the total performance under the Contract. All such other persons or parties must be identified in the Proposal. A project Organizational Chart shall be provided in the proposal which clearly identifies the roles and responsibilities for each contractor engineering team.

K. SELECTION COMMITTEE & EVALUATION

1. A Selection Committee shall be established for this Procurement. The Selection Committee shall perform the review, evaluation, and ranking of all eligible Proposals, and shall determine which Proposals are Responsive and which are Non-Responsive; a Responsive determination by the Selection Committee alone shall not guarantee a Contract Award, rather, the ultimate determination of eligibility for a Contract Award and ultimate selection of a Contractor for a Contract Award shall be in accordance with 12 N.N.C. §346 and other applicable Navajo Nation laws.

L. ETHICS VIOLATIONS

1. The Navajo Nation Ethics in Government Law (2 N.N.C., §3741 et.seq.) imposes penalties for bribes, gratuities and kickbacks relating to any contract award or the Procurement process and Interested Parties may be subject to such penalties for engaging in prohibited activity.

M. TABLE SUMMARY OF EVENTS & SCHEDULE

1. RNC '638 will make every effort to adhere to following schedule:

ACTIVITY:	DATE:
Issuance of RFP	June 16, 2022
Submission of proposal Deadline	July 15, 2022
Evaluation of Proposals	TBD
Selection and Award	TBD

2. NOTE: These dates/times are only estimated completion times for Procurement activities.

III. SCOPE OF WORK

A. Minimum Qualifications – The Grant Writer must possess the following:

1. A Bachelor’s degree from an accredited institution in the related field of grant writing.
2. At least ten (10) years of experience in grant writing.
3. Excellent communication skills (verbal and writing), ability to perform research, work independently and collaboratively with the RNC ‘638 employees.
4. Familiar with Public Law 93-638 Indian Self-Determination Act, as amended and applicable law.
5. Computer skills to develop, analyze data, and transmit proposals and reports using computer equipment, software, or related peripherals.

B. Grant Writing:

1. The Grant Writer shall be an Independent Contractor and will provide grant writing services on an “On-Call” basis. The RNC ‘638 may contract with more than one (1) grant writer if feasible.
2. The RNC ‘638, at its discretion, may re-new the annual contract up for additional years with the selected/awarded Grant Writer.
3. Grant Writer must provide their own equipment, office space and communication services (Internet, telephone, cellphone etc.) to perform grant writing services for the RNC ‘638.
4. Perform grant writing services in a manner consistent with that degree of care and skill ordinarily exercise by members of the same professional currently under similar circumstances at the same time and in the same or similar locality.
5. Research federal, state, county and Native American grant proposals and advise RNC ‘638 Executive Director on which ones to approach and how.
6. Work with RNC ‘638 program managers and other key staff to interpret guidelines and gather material and information necessary for a strong proposal.
7. Submit grant applications with appropriate documentation to grant/funding sources. Ensures that grant proposals contain accurate information through coordination/consultation with RNC ‘638 representatives before grant application finalization.
8. Write grant proposals as requested on time to meet deadlines and prepare the proposal for submission.
9. When necessary, attend meetings with or on behalf of RNC ‘638 to accomplish the required work.

IV. REQUIREMENTS FOR PROPOSALS

A. PROPOSAL GUIDELINES

1. The following guidelines shall be adhered to by Interested Party for consideration in the selection process of firms or individuals to perform the required services of the Project described. Proposals, which do not include all of the listed information, will be considered Disqualified and will not be evaluated by the Selection Committee.

a) **Submission of Proposal.** All Proposals must be received for review and evaluation, no later than **July 15, 2022, at 5:00 PM MDST**. The date and time will be recorded on each Proposal. Interested Parties who are mailing their Proposals must allow sufficient time for mail delivery to ensure receipt by the time specified. Proposals by facsimile, email or any other method will NOT be accepted.

b) **Late Receipts of Proposals.** Late Proposals shall NOT be accepted. It is the responsibility of the Interested Party to ensure the proposal arrives at the RNC '638 Procurement Office prior to the due date and time specified.

B. MANDATORY SUBMITTAL REQUIREMENTS

1. **Submittal Letter.** Proposals must be accompanied by a submittal letter. The submittal letter must:

a) Identify the submitting business. State the name and address of the organization's firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit). Subconsultant(s) if any must be identified in a similar manner.

b) Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP.

c) Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP.

d) Explicitly indicate acceptance of the Conditions Governing the Procurement of this RFP.

e) Be executed (signed) by a person authorized to contractually obligate the Interested Party.

f) Acknowledge receipt of any and all amendments to this RFP.

g) Contain a statement indicating a commitment to comply and act in accordance with Section II.B.1.

2. Proof of Business Licensure

3. Professional Licensures

4. Proof of Insurance

5. Proof of Navajo/Indian Ownership Certifications

6. I.R.S. W-9 Form (**Exhibit A**)—The submitting Party must include in its Proposal a completed and signed I.R.S. Form W-9, which will be used by the RNC '638 to report all Contract payments to the I.R.S.

7. Navajo Nation Certification—Regarding Debarment and Suspension Form (**Exhibit B**)

C. PROPOSAL FORMAT AND ORGANIZATION

1. This section describes the format and organization of the Interested Party's responses. Failure to conform to these guidelines may result in the disqualification of the Proposal.

2. Each Proposal submission must be submitted in two sections. The first section shall contain a Technical Proposal and the second section shall contain a Sealed Fee Offer. The format for this fee offer shall adhere to the guidance provided herein.

D. PROPOSAL ORGANIZATION. The Proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

1. Letter of Submittal containing compliance/certification statements
2. Table of Contents
3. Technical Proposal (According to the Evaluation Criteria Areas Section V)
4. Attachments (Mandatory Submittal Requirements Section IV.B)
5. Fee Offer (Separate Sealed Envelope)

E. TECHNICAL PROPOSAL:

1. NUMBER OF RESPONSES. Interested Party shall deliver **Four (4) COPIES** of their Proposal, on or before the closing date and time for receipt of Proposals. ORIGINAL shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Interested Party's Proposals.
2. PROPOSAL FORMAT. All Proposals must be typewritten on standard 8 ½ x 11 papers. The Proposal must be limited in format and length. All foldout sheets, up to a maximum of 11" x 17" (2) sheets will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to maximum of forty (40) pages (printed sheet faces) of text and/or graphic material. Tab sheets will NOT be included as part of the forty (40) page limitation.

F. FEE OFFER (COST PROPOSAL)

The Fee Offer must be in a SEALED ENVELOPE separate from the Technical Proposal marked "FEE OFFER-DO NOT OPEN". Only one (1) original sealed Fee Offer is required. The Fee Offer must consist of a complete and detail list of professional fees/rates, out-of-pocket and cost reimbursable expenses applicable to professional services. The 6% Navajo Sales Taxes and/or New Mexico Gross Receipts Tax will be applied to all invoices for services rendered.

G. Proposals deemed non-conforming by the Selection Committee in regard to format will be Disqualified. Interested Party shall contact the Procurement Manager to clarify any questions concerning format prior to submission.

H. PROPRIETARY INFORMATION

1. Any information included in a Proposal that the submitting Party desires to be treated as confidential must be put onto a separate page, and such page(s) must be clearly marked "proprietary" or "confidential" and must be easily separable from the entirety of the Proposal, in order to facilitate public inspection of the non-confidential portion of the proposal. Confidential data is restricted to confidential financial information qualifying as a Party's trade secrets.

I. CORRECTIONS OR AMENDMENTS

1. If any Interested Party wishes to amend or revise any submitted Proposal, such is permitted so long as a final Proposal is submitted on or before the date of opening of Proposals set forth in Section II.H. herein; and any amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such.

J. WITHDRAWAL OF PROPOSAL

1. Any Party may withdraw its Proposal on or before the date of opening of Proposals set forth in Section II.H. herein; a withdrawal must be requested in writing signed by the duly authorized representative of the withdrawing Interested Party.

V. EVALUATION CRITERIA

A. The Procurement Manager will screen Proposals received according to the criteria listed below for acceptance. Proposals that fail the screening will be rejected and returned to the Interested Party unrated.

1. Proposal is received according to the required due date.
2. Proposal must conform to the Submittal Requirements according to Section IV.B.

B. Evaluation Criteria. A maximum total of One-Hundred Points (100 points) are possible in scoring each Proposal for the evaluation. A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories as addressed in Section III Scope of Work. Interested Parties are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. Technical Evaluation—The Selection Committee will evaluate each qualifying proposal according to the following "Technical Evaluation" point system:

TECHNICAL EVALUATION POINTS	
30	Qualifications
40	Experience
15	Project Understanding
5	Record of Past Performance
10	Navajo/Indian Preference (Priority 1=10pts. Or Priority 2=5pts.)
100	Total Possible Points/Technical Evaluations

C. Technical Evaluation - Each technical proposal that is timely received will be independently evaluated in accordance with the Evaluation Criteria in this RFP.

1. Project proposal that matches the scope of work required under the RFP will be evaluated higher than proposals that do not match the required work.
2. Interviews – Onsite Interviews, conference calls or other oral presentation(s) supporting the written proposal may be requested during the evaluation process. Interested Party may be asked to provide additional data or oral discussion for the purpose of addressing identified deficiencies in the technical proposal, clarify any ambiguities. After these presentations, Interested Party may be requested to submit revisions or a best and final offer.
3. Finalists – Interested Party’s Technical Evaluation Points above Seventy-Five (75) Average Points will be deemed qualified and considered a Finalist.

D. In order to evaluate each Proposal received, the submitting Interested Party must provide adequate information in the following areas:

1. Qualifications and Experience:
2. Experience:
3. Project Understanding:
4. Record of Past Performance and References: (Tribal organization oriented)
5. Navajo/Indian Preference:

a) The Interested Party claiming Indian Preference must provide proof of ownership, which may include a copy of their "Contract and Purchase Certification—Certificate of Eligibility" issued by the Navajo Nation Business Regulatory Department.

E. PROFESSIONAL LICENSE REQUIREMENTS

1. The Interested Party must have the required professional licenses described in Section IV herein. Licensing shall be considered a minimum required qualification, and non-licensed Parties shall be Disqualified.

F. PROCEDURES FOR CONTRACT AWARD

1. The Contract shall be negotiated and awarded in accordance with 12 N.N.C. §346. Fees shall be negotiated based upon the Scope of Work, reimbursable costs, specific contractor requirements, the size and complexity of the Project as related to an approved fee schedule, and qualifications of the Contractor. If negotiations are ultimately unsuccessful, RNC '638 may in its discretion decide to terminate negotiations and/or cancel this RFP.

VI. CONTRACT DOCUMENTS & PROVISIONS

A. CONTRACT DOCUMENTS

1. All Parties submitting Proposals are strongly encouraged to review all information, scope of work, documents contained in this RFP Package, prior to submitting a Proposal, since the Selected Contractor shall be expected to adhere to all terms and conditions set forth in the Contract (with special provisions noted in Subsection VII herein). The RNC '638 reserves the right to revise, amend or entirely replace any or all of the Contract documents prior to execution by the Parties.

B. INDEMNIFICATION

1. The Selected Contractor will be required to indemnify the RNC '638 and Navajo Nation, pursuant to the following Contract clause: "Contractor agrees to hold harmless and indemnify the Ramah Navajo Chapter, Office of Grants & Contracts and Navajo Nation and its divisions, departments, chapters, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with any work performed or services provided under this Contract, and any other related activities, by Contractor, except for accident or injury arising out of the performance of work or services that is determined to be professionally and adequately performed with the due competence and professional skill generally exercised in the Project industry and in accordance with applicable industry standards set forth in relevant laws and regulations of the Navajo Nation, the Federal Government, or the State of New Mexico."

C. NAVAJO NATION LAWS & REGULATIONS

1. All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Contract awarded to the Selected Contractor and all performance under said Contract. Applicable laws and regulations include, but are not limited to, the following:

- a) Navajo Sovereign Immunity Act, as amended (1 N.N.C., §551 et seq.);
- b) Navajo Nation Arbitration Act, as amended (7 N.N.C., §1101 et seq.);
- c) Navajo Business and Procurement Act (12 N.N.C., §1501 et seq.);
- d) Navajo Nation Sales Tax (24 N.N.C., §601 et seq.);
- e) Navajo Preference in Employment Act (15 N.N.C., §601 et seq.) (Navajo preference in hiring).

D. Funding grants. The Contractor shall comply with any and all applicable laws, regulations, policies, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project, or to performance under the Contract, or to any funding agreement for the Project and shall assist the RNC '638 in timely meeting all such requirements as necessary.

VII. RNC '638 DISCLAIMERS

A. RIGHT TO CANCEL THIS RFP

1. In accordance with the Navajo Nation Procurement Regulations, at any time prior to a final Contract Award, RNC '638 and/or Navajo Nation may cancel this RFP for any of the reasons set forth in Section VIII, as follows:

- a) Inadequate or ambiguous specifications were cited in the RFP Package.
- b) Specifications or descriptions for the Scope of Work have been revised.
- c) The services are no longer required.
- d) The RFP Package did not provide for consideration of all factors of cost to the RNC '638.
- e) All Proposals received indicate that the needs of the RNC '638 can be satisfied by a less expensive service differing from that described in the RFP Package.
- f) All Proposals received exceed the Maximum Feasible Price (budget), even after a reasonable negotiation process.
- g) Submitted Proposals were not the result of open competition, were collusive, contained fraudulent statements or information, contained any material misrepresentation, or were submitted in bad faith.
- h) Cancellation is in the best interest of the RNC '638 or Navajo Nation.
- i) A determination to cancel this RFP shall be published in the same manner as the initial RFP advertisement, and such cancellation shall be mailed or faxed to all Parties on the Distribution List. Upon cancellation, all Proposals shall be returned to a submitting Party upon written request by such Party.

B. APPROPRIATIONS REQUIRED

1. No Contract Award shall be made to any Party if there are not sufficient appropriations or authorizations regarding the Project, and any awarded Contract may be terminated if such appropriations or authorizations are lacking. The determination whether sufficient appropriations or authorizations are present is at the sole discretion of the RNC '638.

C. RIGHT TO WAIVE IRREGULARITIES

1. RNC '638, at its discretion, may determine that any error, irregularity, or other misinformation contained in any Proposal is of a minor consequence and RNC '638 may then waive any Mandatory requirement set forth in this RFP Package, except for the Mandatory site meeting, provided that such waiver does not materially affect the objective character of the Procurement process.

D. RIGHT TO DISQUALIFY

1. The RNC '638 or the Navajo Nation reserves its right to Disqualify any Proposal or any Party from consideration for a Contract Award for the Project, if such Party has previously failed to satisfactorily perform any previous project or any previous contract with the RNC '638, Navajo Nation or any other governmental entity, has failed to timely submit required documents or information, or has caused the RNC '638 or Navajo Nation to incur unreasonable expense regarding the consideration of its Proposal.

E. RIGHT TO REFUSE CONTRACT

1. The RNC '638 reserves its right to refuse to execute a Contract for the Project if the Navajo Nation Attorney General, or his/her designee, determines in writing that any of the following has occurred prior to the RNC '638 execution of this Contract:

- a) Lack of documents—the RNC '638 has not received all required supporting documents, or other reasonably requested information; or,
- b) Faulty Procurement—a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related pre-Procurement activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,
- c) Ineligibility—the Contractor, or any other related person or firm, is ineligible for the awarding of this Contract, pursuant to applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,
- d) Change to Scope of Work or other requirements—there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in this RFP Package or in any addenda; in which case additional procedures under Section VIII of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,
- e) Change to Budget/MFP—there has been a revision (whether increase or decrease) of the Maximum Feasible Price that was originally established by the RNC '638 prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,
- f) Protest filed—a protest has been timely filed in accordance with 12 N.N.C. §360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. §360(F); or,
- g) RNC '638 or Navajo Nation's interest—the Navajo Nation Attorney General, or his/her designee, determines in writing that refusal to enter into this Contract is in the best interest of the RNC '638.