

## REQUEST FOR PROPOSALS

RFP 2024-02 Agricultural Management Resource Plan (ARMP)

Due Date & Time: May 23, 2024, at 4:30 PM MST

The Ramah Navajo Chapter, Office of Grants & Contracts—Natural Resource and Forestry Department (RNC '638) is soliciting to receive proposals from responsive, responsible, and qualified independent contractors to define specific Ramah Navajo Chapter goals and objectives for agriculture, range resources and can cover all significant agricultural resources for reservation.

Interested Party must obtain the RFP packet by contacting the RNC '638 Procurement Office at (505) 876-9648 or by emailing a request to [KimberlyChee@ramahnavajo.org](mailto:KimberlyChee@ramahnavajo.org) or visiting the RNC '638 Website <https://ramahnavajo.online/procurement>. Sealed proposals will be accepted until May 23, 2024, at 4:30 PM MST at the RNC Procurement Office (422 BIA Rt. 125, Pine Hill, NM 87357). No fax/email proposals will be accepted.

The RNC '638 reserves the right to determine if a proposal is acceptable in terms of meeting the RFP requirements/specifications and reserves the right to accept or reject any and all proposals received, waive any informalities, and to negotiate with proposers regarding the terms of their proposal or parts thereof, and to award the purchase in the best interest of the RNC '638.

**Advertising Dates:**

Gallup Independent: May 1, 8 15, 2024

Navajo Times: May 2, 9, 16, 2024

Albuquerque Journal: April 30 & May 7, 14, 2024



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

## REQUEST FOR PROPOSAL

PROPOSAL DUE DATE: May 23, 2024, at 4:30 PM MDST

PROJECT DESCRIPTION: RFP 2024-02 Agriculture Management Resource Plan (ARMP)

CONTACT PERSON(S): Michael Henio, Director of Natural Resources, Agriculture and Forestry  
Phone Number: (505) 876-9536  
Email Address: mhenio@ramahnavajo.org

Kimberly Chee, Procurement Specialist  
Phone Number: (505) 876-9648  
Email Address: kimberlychee@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 2024-02 Agriculture Management Resource Plan (ARMP)"

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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1. INTRODUCTION

B. 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.

C. RFP PURPOSE

1. The Ramah Navajo Chapter, Office of Grants & Contracts—Natural Resource/Agriculture and Forestry Department (RNC '638) herein solicits to receive proposals from responsible, responsive, and qualified independent contractors to define specific Ramah Navajo Chapter goals and objectives for agriculture, range resources and can cover all significant agricultural resources for reservation as outlined in Section III – Scope of Work.

D. 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.

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

Telephone: (505) 876-9648  
Email: kimberlychee@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.

Michael Henio, Director of Natural Resources, Agriculture and Forestry  
Ramah Navajo Chapter, Office of Grants & Contracts  
HC 61, Box 13  
Ramah, NM 87321

Telephone: (505) 876-9536  
Email: mhenio@ramahnavajo.org

E. DEFINITION OF TERMS

1. “Project” means the “RFP 2024-02 Agriculture Management Resource Plan (ARMP)” 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 **May 23, 2024 at 4:30 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— RFP 2024-02 Agriculture Management Resource Plan (ARMP)." 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	April 22, 2024
Submission of proposal Deadline	May 23, 2024
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

See attached Exhibit A for the Scope of 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 **May 23, 2024, at 4:30 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 B**)—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 C**)

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	<p>Qualifications</p> <p>Interested Party must provide adequate information in the following areas:</p> <ul style="list-style-type: none"> <li>• Provide Business background information, years in business and primary location;</li> <li>• Provide information of any conflict of interests with funding agencies or employees of the RNC '638;</li> </ul>

	<ul style="list-style-type: none"> <li>• Provide information of any current and past contract disputes or litigations; and the outcomes, if any.</li> <li>• Provide information on the business licensure in the State of New Mexico, including subcontractor that will be used for this project;</li> <li>• Provide information on the qualifications and licensures of key personnel, including subcontractor that will be used for this project;</li> <li>• Provide information that the business maintains general and professional liability insurance policies, meeting or exceeding the limits indicated, including subcontractor that will be used for this project;</li> </ul>
30	<p>Experience and References Interested Party must provide adequate information of experience and references in the following areas:</p> <ul style="list-style-type: none"> <li>• Provide actual/proven experience with Rangeland Vegetation Inventory;</li> <li>• Provide information of past Rangeland Vegetation Inventory performance and experience with Native American Tribes, Tribal Organizations, and Non-Native American clients;</li> <li>• Provide information on current workload and projects under contract;</li> <li>• Provide information on the personnel and financial capacity to successfully complete this project;</li> <li>• Provide Three (3) reference that will attest to Interested Party's performance. Each reference shall include Name/Title, Address, Contact Person, Telephone Number, Email Address, who can describe in detail the quality and substance of the services provided. Reference should be relative to work performed in the last Three (3) Years of business. Interested Party must also submit information for subcontractors that will be use on this project;</li> <li>• Provide additional information on other unique capabilities of the business;</li> </ul>
30	<p>Project Understanding Interested Party must submit:</p> <ul style="list-style-type: none"> <li>• a profile and statement of experience related to the "Scope of Work" outlined in Section III above;</li> <li>• Statement of experience should describe how the interested party has applied expertise on past projects;</li> </ul>
10	<p>Work Plan Interested Party must provide adequate information:</p> <ul style="list-style-type: none"> <li>• A work plan to complete the scope of work with timelines, which may include the post award meeting, data collection methods, preliminary reports, etc.;</li> </ul>
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. 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.

E. 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.



# EXHIBIT A

## I. Scope of Work

To develop Agriculture Management Resource Plan (ARMP) in close coordination with a Ramah Navajo Chapter. The purpose of an ARMP is to define specific Ramah Navajo Chapter goals and objectives for agricultural and range resources and can cover all significant agricultural resources for the reservation. An ARMP provides guidance, and in some cases specific permit or lease requirements or provisions, to meet ARMP goals. The typical planning horizon is usually ten years. An ARMP should be developed in accordance with the provisions of 25 CFR 162.201 and 166.311, and must comply with NEPA mandates contained in 40 CFR Chapter V.

In order to develop an ARMP, pertinent information about resource conditions, environmental factors, and agricultural resource management goals should be gathered. This information will assist in determining a long-term plan.

- identifies available agricultural resources;
- defines critical values of the Ramah Navajo Chapter and its members;
- establishes holistic management objectives for the resources;
- is developed through public meetings;
- makes use of the public meeting records, existing survey documents, reports, and other research from federal agencies, Ramah Navajo Chapter, community colleges, and land grant universities;
- completes the development phase within three years after plan initiation;
- defines monitoring needs on agricultural lands;
- protects, conserves, and maintains sustainable productive potential of agricultural lands;
- promotes the diversity and availability of agricultural products;
- manages agricultural resources consistent with Integrated Resource Management Plans (IRMPs); and
- defines prudent management and conservation practices.

## II. Critical Tribal Values, Goals, and Objectives

The AIARMA requires ARMPs to identify the "critical values" for Ramah Navajo Chapter. Consultant will develop a list of and define the values goals and objective by having a series of community meeting, technical team meeting and Chapter Consultation session.

## III. Resources for Planning Development: Professional Subject Matter Experts

The following list shows professional subject matter resources that may be suggested to Ramah Navajo Chapter in their consideration and development of a Ramah Navajo Chapter ARMP:

- Archeologist
- Landscape Architect
- Cultural Advisor or Tribal Elder
- Forester - Manager, Forest Development, Reforestation, Inventory, Fire Environmental Scientist

- Soil Conservationist
- Rangeland Management Specialist
- Recreation Director
- Hydrologist
- Irrigation Engineer
- Natural Resources Officer
- Geographic Information Systems (GIS) Specialist
- Highway Engineer
- Civil or Agricultural Engineer and/or Technician
- Realty Officer and/or Specialist
- Housing Director
- Human Resources Specialist
- Economic Development Director
- Secretary and/or Clerk/Typist
- Geologist
- Navajo Nation Department of Agricultural and Natural Resource
- Soil Scientist
- Wildlife Biologist
- Fisheries Biologist

#### IV. Additional Items to Consider when Developing Ramah Navajo ARMP

##### General

- Access - roads, trails, gates, bridges, water fords, right-of-way (ROW)
- Aesthetics, view shed
- Agricultural lands - amount and demand for farmland, hay land, pastureland, rangeland
- Agricultural products storage - hay, grain, silage
- Agricultural values, goals, and objectives
- Air quality - standards, Best Management Practices (BMPs), Particulate Matter (PM)-10, spray drift, feedlot odor
- Best management practices and technical specifications
- Bio-solids land applications
- Other species of management concern (e.g., wolves, prairie dogs, black-footed ferrets)
- Conservation Districts - representation at local, state, and national levels, NRCS program delivery
- Conservation easements
- Construction, future - schools, roads, housing, waste systems, public facilities
- Cultural sites, including culturally significant areas or resources - surveys, protection, and management
- Drought - monitoring and response
- Dredge or sediment disposal or land applications
- Economic development plans
- Ecotourism - guided tours, nature trails, special events

- Environmental issues
- Equipment needs - trucks, trailers, radios, cell phones, computers, Global Positioning System (GPS) units
- Equipment, fuel, and chemical storage
- Farm or ranch headquarters - location, maintenance
- Farmland or rangeland improvements - plans, maps
- Fences
- Feral and wild animals (cattle, horses, burros, dogs, etc.)
- Financial assistance and credit availability
- Fish and aquatic species - protection
- Floodplain management - flood preparedness and response
- Forest management - grazing opportunities and forest products (posts, poles)
- Funding for Agriculture program
- Genetically Modified Organisms (GMOs) - Tribal policies
- GIS and GPS mapping technology, internet, and e-mail access
- Growing season, growing degree days, hardiness zone, evapotranspiration, soil moisture, and temperature
- Historical use - stocking rates, cropping history, traditional use areas
- Human resource development - education, training, workshops
- Hunting - seasons, farm, or livestock issues, predation
- IRMP or Comprehensive Resources Plan
- Interdisciplinary Teams (IDTs) - roles, protocols
- Land acquisitions
- Land ownership status - Tribal, allotted, government, fee, state
- Land use conversion
- Land use/management priorities
- Land use zoning
- Land users' capabilities or limitations - management level, skills, time commitment, financial constraints
- Laws and regulations - federal, Tribal
- Marketing practices, facilities, and opportunities
- Memorandums of Understanding/Agreement related to agriculture
- Minerals - coal, oil, and gas exploration
- Noxious weeds, invasive species, poisonous plants - prevention, detection, and control
- Off-road vehicle use - All Terrain Vehicles (ATVs), etc.
- Operating units - economically viable minimum farm or range unit size, maximum size limit
- Pesticide use - Tribal acceptance, pesticide use proposals, daily logs, spray drift, environmental concerns/impacts
- Photographic documentation
- Plants - cultural, ceremonial, medicinal, threatened and endangered
- Pollution - non-point source
- Prescribed fire - planning, approval, implementation, monitoring
- Programmatic Environmental Impact Statement/Environmental Assessment (EIS/EA) Categorical Exclusions (CE)

- Public safety
- Quarantine policy and enforcement for livestock or agricultural products entering or leaving Indian lands
- Rangers - workforce and workload
- Record-keeping and accountability
- Recreation - uses, conflicts
- Resource data needs - inventories, surveys, condition and trend assessments, basic and applied research
- Riparian and wetland areas - use and management
- Roads - construction, closures, maintenance
- Rodent, insect, and predator prevention, detection, and control
- Season of use
- Seeding - native, introduced species
- Sensitive species - threatened and endangered, culturally significant
- Software programs for management decision support and recordkeeping
- Socio-economic factors
- Soil quality assessments (qualitative monitoring)
- Soil testing
- Soils - use and management (suitability, classifications, limitations, potentials, hazards)
- Solid waste
- Specialty products and markets
- Storage tanks and underground storage tanks (USTs) - policies
- Technical assistance - other Tribes, Tribal organizations, non-governmental organizations, private vendors, Conservation Districts, colleges and universities, BIA, NRCS, Bureau of Reclamation (BOR), Bureau of Land Management (BLM), others
- Temperature, precipitation, wind, and other climatic characteristics
- Temporary and permanent closures - resource protection, species protection, hunting season, celebrations/festivals
- Trade organizations - affiliation, participation (e.g., Intertribal Agriculture Council, United Native Agricultural Producers, Intertribal Bison Cooperative, Native American Fish and Wildlife Society)
- Trespass
- Tribal farmland and rangeland policies and customs
- Tribal or landowner interest and involvement in agriculture
- Utility ROW - electric, gas, water, sewer, communications
- Water developments - existing and needs
- Water quality - standards, BMPs
- Water spreading
- Water supplies - available surface water and groundwater
- Watershed size, elevation, topography, relief, elevation, hydrologic characteristics
- Wildfire threats and preparedness
- Wind and water erosion - soil surface protection
- Windbreaks

## V. Rangeland

- Degree of use - range utilization studies and mapping, livestock and wildlife census
- Ecological site conversion/transition - natural or human caused
- Wildland fire emergency stabilization and restoration
- Forage quality and nutritional value
- On-and-off grazing
- Plant community composition, indicator species, key forage species
- Plant diseases - prevention, detection, and control
- Plant palatability and grazing value
- Prescribed grazing system
- Range units
- Accelerated rangeland treatments - chaining, seeding, spraying, etc.
- Rangeland health and condition assessments (qualitative monitoring)
- Rangeland trend transects (quantitative monitoring)
- Stocking rates/capacity
- Wildlife - habitat needs and grazing allowances

## VI. Farming

- Base acres (required by FSA)
- Carbon credits
- Certified hay and other farm products
- Crop diseases -prevention, detection, and control
- Crop rotation
- Crop salt tolerance and leaching requirement
- Crop yields and quality
- Degree of use - farmed or fallowed vs. idle lands
- Fertilizer and manure use and management
- Irrigation Operations and Maintenance (O&M)
- Irrigation project management
- Irrigation water measurements
- Planting and tillage operations, dates or windows
- Seasonal high-water tables
- Waterways, ditches, terraces, and drains construction and maintenance

## VII. Livestock

- Branding, castrating, dehorning, docking, dipping, vaccinating
- Breeding program - genetics, cow/bull ratio, timing, calf-crop yield and birth weights, weaning, culling, and replacement
- Certified herds
- Feedlots - animal manure management
- Hay lands
- Herding, trailing, and riding
- Holding pastures
- Kind of stock - type, grade, class, age, sex

- Livestock counts and egress/ingress onto reservation
- Livestock disease prevention, detection, and control
- Livestock handling facilities - corrals, pens, traps, chutes, weight scales
- Livestock nutritional needs throughout the year
- Spring/fall pastures
- Supplemental feed, salt, and minerals
- Transporting stock
- Veterinary Services
- Wrangling

### VIII. Preparing and Finalizing Ramah Navajo ARMP

The Consultant must follow and describe the steps necessary to prepare and finalize ARMP. During this process, specific natural resource management goals are identified through public and landowner scoping sessions. Physical, cultural, and biological assets are also identified.

Interactions with all responsible planning parties is essential in the development of the ARMP. The development process should be as follows:

- 1) Complete pre-planning activities.
  - Prepare a project scoping document.
  - Obtain a Tribal resolution to support the planning activity. (In place as RNC Resolution# 10-2207)
  - Establish an Indefinite Delivery Time.
  - Develop a schedule for completing the plan.
  - Develop a workload analysis and budget for the plan.
  - Define member roles and assignments.
  
- 2) Initiate ARMP development.
  - Determine the topics to be addressed in the plan.
  - List available agriculture resources (i.e., prepare resource profiles - acres of rangeland, farmland, etc.); collect baseline data and information on current and historic land uses and resource conditions.
  - Arrange for specialists to prepare any required NEPA section(s) of the plan.
  
- 3) Involve the public in plan development.
  - Publicly announce the planning process and planning schedule through public meetings, newspapers, and other media.
  - Conduct a public meeting(s) to identify critical values, vision, issues, concerns, interests, opportunities, and limitations.
  - Identify specific Ramah Navajo agricultural resource goals and holistic management objectives.
  
- 4) Develop management strategies.
  - Analyze input from public meetings and resource specialists.

- Compile information to define a management strategy, or alternatives if incorporating the NEPA process.
- Develop environmental consequences section and related documents for NEPA, if required.

5) Complete the plan.

- Responsible BIA official selects an alternative (if incorporating the NEPA process) or approves the plan and proposed budgets.
- Responsible BIA official issues FONSI or ROD, as applicable.
- Modify preliminary planning if changes are necessary to support selection of alternative and/or issue of FONSI/ROD.
- The final ARMP should contain the following:
  - o Cover page with signatures
  - o Tribal resolution
  - o Executive Summary
  - o Purpose and Need
  - o Agricultural Resources (Affected Environment)
  - o Tribal Agricultural Goals and Management Objectives (Alternatives)
  - o Environmental Consequences and Selection of Preferred Alternative
  - o Adoption of the plan by the Ramah Navajo Chapter by resolution and BIA
  - o Implementation Schedule

## IX. ARMP Format Guidance

The following provides a suggested outline for formatting an ARMP. However, it is at the discretion of the Ramah Navajo Chapter to determine the extent to which this information is included and the manner in which it is presented.

- 1) Identify the Project Name/Number, proponent, and the responsible official (if the two are different).
- 2) Summarize the proposal.
  - Who proposes to do what, where, and when.
  - Need for the action (why).
  - Objectives of the proposal (purpose). Objectives include project outputs and any known environmental resource objectives.
- 3) Specify the scope of the decision to be made.
  - What actions and decisions are to be considered and which ones are excluded.
  - As appropriate, reference higher-level planning procedures, such as forest plans or resource management plans.
- 4) Profile the scope of the environmental analysis.

- Actions (connected, cumulative, similar) included in the analysis of all resources.
  - Possible mitigation measures already anticipated to be necessary.
  - Alternative actions, insofar as known.
  - Anticipated environmental issues (projected resource impacts that will assist the decision maker and the public to choose between the alternatives).
  - Probable outside land holdings (federal, Tribal, state, local, or private) of importance to a discussion of cumulative impacts.
- 5) Identify the anticipated level of documentation, along with a short rationale.
- EIS
  - EA
  - CE
- 6) List any known consultation requirements or permits.
- Air quality
  - Water quality, wetlands, floodplains, etc.
  - Threatened, endangered, and sensitive animals, plants, or fish
  - Cultural sites
  - Others?
- 7) Profile the current management direction in and near the project area. This often is a summary profile of the existing environment, with reference to high-level planning documents (see item 3) above). This profile also sets the baseline conditions in nearby areas that have had, are having, or will have impacts on the project area.
- 8) Summarize projected public involvement.
- List other federal, Tribal, state, local, private individuals, or private groups known to be interested or potentially affected by the proposed project (see item 6 above).
  - List proposed strategies for contacting and involving the parties listed.
- 9) Summarize the schedules for the analysis and the documentation.
- Analysis steps: baseline surveys, review of the literature, team meetings on alternatives, interaction of actions and resources (synergy between resource impacts), mitigations, revised alternatives, etc.
  - Documentation checkpoints: draft of purpose and need/ issues (Chapter 1); preliminary description of alternatives (Chapter 2); organizational structure of chapters 3 and 4; initial drafts of impact sections (Chapter 4), etc.
  - Checkpoints (dates) when the responsible official will review the IDT's evolving work.
  - Publication dates for internal drafts and then publishable versions of the Departmental Environmental Impact Statement (DEIS), Federal Environmental Impact Statement (FETS), ROD, EA, FONSI, or CE.
- 10) Summarize documentation expectations (quality standards).
- Estimated length (page count)
  - Page layout and expectations as to graphic (baseline maps, etc.)
  - Headings and associated numbering conventions



- Tracking between chapters, including previews, repetition (design decisions)
- Record keeping standards for the administrative record/analysis file

11) List all IDT members.

- Team leader
- Core team members
- Outside contributors
- Document writer/editor (if different from above)
- Managers responsible for members' time and funding

12) Review and reaffirm, as necessary, how the team will make decisions. Will the team use a voting process or work toward consensus? Such decisions are especially important if a team member has a viewpoint that the leader or other members don't agree with. Remind members that IDT does not choose an alternative, nor do members sign the FONSI.

13) Request signatures from the responsible official, the IDT leader, and all team members.

## X. Plan Implementation and Monitoring

The purpose and intent of an ARMP is carried out by:

- distribution of the ARMP to all entities identified in the plan.
- aligning BLA and Tribal policies and programs with the ARMP; and
- developing conservation plans or other plans (e.g., a grazing management plan) to support the ARMP.

Each ARMP includes a broad framework for conducting agricultural activities. These activities are reflected in lease and permit provisions and may include use of agricultural pesticides and herbicides as well as restrictions to land use for specialized, culturally, or environmentally significant areas.

Program staff must monitor, assess, and document plan effectiveness and compliance. This is done by:

- developing and implementing a monitoring plan;
- monitoring vegetation and other resources; and
- adapting the monitoring plan and/or the ARMP as needed.

Reference:

[https://www.bia.gov/sites/default/files/dup/assets/public/raca/handbook/pdf/54%20IAM%201-H\\_AG-Range%20Handbook\\_FINAL\\_signed\\_w.footer\\_508.pdf](https://www.bia.gov/sites/default/files/dup/assets/public/raca/handbook/pdf/54%20IAM%201-H_AG-Range%20Handbook_FINAL_signed_w.footer_508.pdf)





**NAVAJO NATION CERTIFICATION  
Regarding Debarment, Suspension, and  
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
  - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
  - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
  - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
  - D. Violated contract provisions, including:
    - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
    - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
    - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date