

REQUEST FOR PROPOSALS
RFP 2025-02 Attorney Services
Due Date & Time: November 28, 2025, at 4:30 PM MDST

The Ramah Navajo Chapter, Office of Grants & Contracts (RNC '638) is accepting proposals for Attorney Services from licensed, responsive, responsible, and qualified Attorneys. Along with other qualification requirements, the Attorney, at minimum, must have a Juris Doctor degree, by Navajo Nation Bar Certificate in good standing, be licensed to practice law in the State of New Mexico and specializes in Navajo/Federal Indian Law. The selected Attorney will receive direction from and be responsible to RNC '638 and under the oversight of the Navajo Nation Department of Justice. RNC '638 is seeking to contract with one Attorney, who meet the qualification standards, to provide professional legal services according to the RFP scope of work.

Interested individual or firm must obtain the RFP specifications/packet. RFP packet may be obtained by contacting RNC '638 Procurement Office at (505) 876-9648 or by visiting the RNC '638 Website: <https://ramahnavajo.online/procurement> Sealed proposals will be accepted until November 28, 2025, at 4:30PM MDST at the RNC Procurement Office (422 BIA Rt. 125, Pine Hill, NM 87357). No fax/email proposals bids accepted.

Navajo and Indian Preference - This solicitation is subject to the Navajo Business Opportunity Act (5 NNC § 201-215), whereby giving first opportunities to qualified and registered Navajo or Indian owned businesses.

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:

Navajo Times: October 30 and November 06, 2025
Gallup Independent: November 01 and November 08, 2025
Albuquerque Journal: October 26 and November 02, 2025



RAMAH NAVAJO CHAPTER
P.L. 93-638 OFFICE OF GRANTS & CONTRACTS
REQUEST FOR PROPOSAL (RFP)

PROPOSAL DUE DATE: November 28, 2025, at 4:30 P.M. MDST

PROJECT DESCRIPTION: RFP 2025-02 Attorney Services

CONTACT PERSON(S): Darnell J. Maria, Executive Director
Phone Number: (505) 876-9520
Email Address: djmaria@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 Specialist
422 BIA Route 125, Pine Hill, NM, 87357/Ramah Navajo
Chapter—PL 93-638 Office of Grants & Contracts,
Procurement Department

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

RETURN ALL PROPOSALS CLEARLY MARKED:

“DO NOT OPEN—RFP #2025-02 ATTORNEY SERVICES”

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.

TABLE OF CONTENTS

I. INTRODUCTION3

II. REQUIREMENTS FOR THIS PROCUREMENT5

III. DESCRIPTION OF SERVICES DESIRED/SCOPE OF WORK.....8

IV. REQUIREMENTS FOR PROPOSALS 10

VI. EVALUTION CRITERIA 13

VII. CONTRACT DOCUMENTS & PROVISIONS 15

VIII. RNC ‘638/NAVAJO NATION DISCLAIMERS..... 16

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 northwestern 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 Navajo Nation Council recognized the Ramah Navajo Chapter is uniquely situated in the Navajo Nation when it passed the Local Governance Act, Title 26. In Sub-Chapter 3, Section 103 (D)(6) of this Act, the Navajo Nation states that they do not want to alter federal contracts between the Chapter and the United States which pre-date the enactment of the Local Governance Act. Since 1986, the Ramah Navajo Chapter, through the P. L. 93-638 contracts, has had contracts with attorneys to assist in the administration of those federal contracts. The Navajo Nation authorized RNC '638's federal contracts prior to the Local Governance Act and the operation of these federal contracts include procuring attorney services as described in this proposal solicitation.
4. Pursuant to 2 N.N.C. §1964(C), any contract attorney for the Navajo Nation, including Ramah Chapter, shall be approved by the Navajo Nation Attorney General. Approval will require a conflicts check letter filed with the Attorney General.
5. The Chapter administers the following major programs—Law Enforcement/Corrections Services, Natural Resources/Range Management, Real Estate Services, Community 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); and, contracts with the US Department of Transportation-Federal Highway Administration to plan, design and contract road construction projects through the Moving Ahead for Progress in the 21st Century Act (MAP-21), as amended.
6. The Chapter continually maintains unmodified (clean) audits and certified financial and managerial systems with annual audits performed by an independent firm according to the 2 CFR Part 200 Subpart F – Audit Requirements.

B. SUMMARY OF SCOPE OF WORK

1. As authorized by the Navajo Nation Department of Justice (NNDOJ), the Ramah Navajo Chapter—P.L. 93-638 Office of Grants & Contracts (the "RNC '638") seeks legal representation and services from a licensed, qualified, responsible and responsive Attorney(s), who specializes in Navajo/Federal Indian Law and to serve as the "Attorney" for the RNC '638 on an "on-call" basis for a period of three (3) years.
2. The RNC '638 will solicit, receive proposals, evaluate and recommend to the NNDOJ the most qualified Attorney(s). Based upon RNC '638's recommendation(s), the NNDOJ may enter into agreement(s) directly with the qualified and selected Attorney(s) to represent the RNC '638. Assignments, directions and payments shall be made by the RNC '638 during the agreement term.

C. LEAD AGENCY CONTACT

1. Any inquiries or requests regarding the “procurement” should be submitted in writing to the Lead Agency’s Procurement Specialist listed below. Interested Parties may contact ONLY the Procurement Specialist 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 Request for Proposals (RFP).

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

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

2. Any inquiries or requests regarding the RFP scope 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
 Ramah Navajo Chapter, Office of Grants & Contracts
 HCR 61, Box 13
 Ramah, NM 87321

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

D. DEFINITION OF TERMS

1. “Project” means the “RFP 2025-02 Attorney Services” 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 Attorney for a Contract Award for the Project.
5. “RFP Package” means this package for the “RFP 2025-02 Attorney Services” 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 Attorney Services for the Project 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 to perform the Attorney Services desired for the Project, including licensing, certification, education, training, experience, prior projects, and other relevant information pertaining to the qualifications necessary and desired for performance of the Contract for the Project; a Proposal also includes a description of the methods and schedule by which the Interested Party plan to provide the desired Attorney Services for the Project; 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. “Attorney” means a person, business, firm, entity, company, or Joint-Venture that performs Attorney Services for the Project.

11. “Selected Attorney” means the Attorney who is 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, which may include the Navajo Nation Department of Justice, 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 Attorney) 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. herein (AUTHORITY TO INVESTIGATE).

20. “Contract” means a finalized, duly approved, written agreement between the Navajo Nation Department of Justice/RNC ‘638 and the Selected Attorney, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of Attorney Services for the Project.

21. “Contract Award” shall mean a formal award of a Contract by the Navajo Nation Department of Justice/RNC ‘638 for the Project to the RFP 2025-02 Attorney Services.

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 Attorney 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 VII herein, and including the Evaluation Criteria set forth in Section VI 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 VI 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 Project Manager, RNC '638 employees, Navajo Nation Department of Justice employees, and other Navajo Nation employees as necessary, 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 Navajo Nation 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 Specialist on or before November 28, 2025, at 4:30 P.M. MDST, without exception. Any Proposal received after this deadline shall be Disqualified. The Procurement Specialist shall record the exact time and date each Proposal is actually received, and all Proposals must be submitted to the Procurement Specialist 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 "RFP 2025-02 Attorney Services." 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 Attorney shall perform all work that may result from this Procurement and all payments under the Contract shall be directly made only to the Selected Attorney. 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.

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 an Attorney 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	October 26, 2025
Submission of proposal Deadline	November 28, 2025, at 4:30 PM MDST
Evaluation of Proposals	TBD
Interviews, if required	TBD
Contract Award	TBD

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

III. DESCRIPTION OF SERVICES DESIRED/SCOPE OF WORK

A. MINIMUM QUALIFICATIONS OF ATTORNEY

1. The Attorney must possess the following minimum qualifications:
 - a) Education, Training and Experience—The RNC '638 desires to contract with a licensed and qualified Attorney with any combination of the following education and certifications:
 - (1) A Juris Doctorate from an accredited law school;
 - (2) Navajo Nation Bar Certified and be in good standing with the Navajo Nation Bar Association;
 - (3) Licensed to practice law in the State of New Mexico and be in good standing with the New Mexico Bar Association;
 - (4) (Preferred) Certified Specialist in area of Federal Indian Law through the State of New Mexico Board of Legal Specialization;
 - (5) Continuous experience of ten (10) years or more in Navajo and Federal Indian Law;
 - (6) Not debarred from receiving contracts from the Navajo Nation, federal government or the State of New Mexico;
 - (7) Maintain business license(s) to practice law;
 - (8) Maintain appropriate Professional General Liability, Automobile Liability and Workers Compensation Insurance meeting or exceeding the state requirements and acceptable to RNC '638;
2. The Attorney must be knowledgeable of the following:

- a) Ramah Navajo Community's unique long standing relationship with the federal government and continual advocacy of Indian Self-Determination; and, understanding the historical significance of the Ramah Navajo Community and RNC '638's role in the creation of the Public Law 93-638 Indian Self-Determination and Educational Assistance Act, as amended;
- b) Understanding the various organizations within the Ramah Navajo Community, government structure and its relationship to the Navajo Nation, Bureau of Indian Affairs and other governmental entities;
- c) Knowledge of the following areas, as it relates to the implementation and administration of federal contracts according to Navajo and federal laws, which includes but not limited to:
 - (1) Human Resources legal issues—personnel policies, employment practices, application of Navajo Preference in Employment Act and amendments, Navajo ONLR and Hearing & Appeals processes and procedures; application of Federal Tort Claim (FTCA) processes and procedures as it relates to employee actions and other pertinent issues related to employer/employee relations;
 - (2) Law Enforcement legal issues—Navajo jurisdiction, multiple jurisdiction on checker-boarded Indian reservation, FTCA as it applies to law enforcement, civil rights, police and correction center liability;
 - (3) Procurement legal issues—procurement laws, policies, codes, contract reviews, bid/proposal disputes, contract disputes, alternative dispute resolutions, assist in the application of the Navajo Nation Sovereignty Act and Navajo Nation Arbitration Act, construction contracts, Federal Procurement Policy and Federal Acquisition Regulations (FAR) as it applies to construction contracts with federal agencies, lease agreements, loans/leases legal reviews, Navajo Sales Tax, state sales taxes, gross receipts tax and other applicable taxes;
 - (4) P.L 93-638 funding contract and subcontract legal issues—contract reviews, contract disputes, dispute resolutions, negotiation of funding contract terms and conditions, Memorandum-of-Agreement (MOA)/Memorandum-of-Understanding (MOU) between government agencies, review policies and procedures, contract technical assistance, and resolution reviews;
 - (5) Trust Services legal issues—involving BIA grazing, Indian probate, land leases, right-of-way, water rights, and trust responsibility of the federal government.
- d) Ramah Navajo Chapter's federal court case(s) effecting national policies on Indian Self-Determination, specifically the Ramah Chapter v. Salazar (Indirect Cost litigation);
- e) Understanding the Navajo culture and tribal sovereignty issues;
- f) Strong working knowledge of Navajo Nation laws, codes, rules, regulations, ordinances and the Navajo Nation Supreme Court decisions, which does not require extensive research;
- g) Navajo Nation, Federal and New Mexico State, Cibola and McKinley County Court systems, processes and procedures;
- h) Legal principles and practices, including Navajo, federal Indian, civil, criminal, constitutional, contract, federal tort claim, employment, administrative, alternative disputes resolution, taxation, law enforcement jurisdiction, business, water rights and natural resources, tort law and procedures;
- i) Judicial procedures and rules of evidence.

B. ROLE OF THE RNC '638:

- 1. The RNC '638 shall develop the standards, criteria and qualifications for the Attorney for procurement solicitation, evaluation, selection and award;

2. The RNC '638 and NN DOJ shall select the most qualified Attorney;
3. While retained by the RNC '638, the Attorney shall provide and perform legal representation and services as requested in writing by the RNC '638 Executive Director;
4. The RNC '638 shall allocate funds annually in its budget process for legal expenses and make payment on authorized legal services upon receiving periodic detailed invoices.

C. ROLE OF THE NAVAJO NATION DEPARTMENT OF JUSTICE:

1. Approves the most qualified Attorney(s) and shall enter into a contractual agreement with Attorney(s) for a three (5) year period.
2. May work with the RNC '638's Attorney in legal matters.

D. ROLE OF THE ATTORNEY:

1. The Attorney, from time to time, may be assigned to:
 - a) Agree to the terms and conditions of the Attorney Contract;
 - b) Prepare and render legal opinions to the RNC '638, as requested by the RNC '638 Executive Director;
 - c) Prepare and represent the RNC '638 at administrative law hearings and judicial proceedings in tribal, state, county or federal courts;
 - d) Provide legal assistance in the drafting of legal documents, RNC '638 policies, rules, regulations, resolutions, and other diverse legal papers upon request;
 - e) Draft contracts, leases, ordinances, resolutions, rules, regulations and other legal documents;
 - f) Remain current about Navajo and federal legislation;
 - g) Conduct legal research and prepares reports of various topics as requested by the RNC '638;
 - h) Attend various negotiating sessions, grievance hearings, administrative hearings, arbitration or appeals and provide legal advice and counsel;
 - i) Review contracts as requested;
 - j) Work with NN DOJ attorneys and other RNC '638 legal counsel(s) to resolve any legal matters of the RNC '638;
 - k) Prepare pleadings and handles depositions, interrogatories, pretrial motions, pretrial and settlement conferences, studies and interprets laws and court decisions.
 - l) Other assigned tasks.

IV. REQUIREMENTS FOR PROPOSALS

A. PROPOSAL GUIDELINES

1. The following guidelines shall be adhered to by Interest Party for consideration in the selection process of firms or individuals to perform Attorney Services for 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 **November 28 2025, at 4:30 P.M. 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.2.B.1.
2. Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
 - a) The Interested Party must certify to the best of their knowledge and belief that the Interested Party or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency or Indian tribe. The Interested Party will also certify they have not, within a three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local or tribal) contract or subcontract;
 - (2) Violation of federal or state antitrust statutes relating to the submission of offers;
 - (3) Commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.
 - b) The Interested Party certifies they have not, within a three-year period preceding this RFP, had one or more contracts terminated for default by a federal, state, local or tribal agency.
3. Proof of licensures (According to Section V.A);
4. Proof of Insurance (According to Section III.A.1);
5. Proof of Navajo/Indian Ownership; if applicable
6. Documents listed in Section V Required Supporting Documents

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 (Cost Proposal).

3. TECHNICAL PROPOSAL:

a) **NUMBER OF PROPOSALS:** Interested Party must submit **Five (5) Original Proposals** to the location specified on or before the closing date and time for receipt of Proposals. The Selection Committee will not collate, merge, or otherwise manipulate the Interested Party's Proposals.

b) **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.

D. **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 legal services. The 6% Navajo Sales Taxes and/or New Mexico Gross Receipts Tax will be applied to all invoices for services rendered. The Fee Offer may contain the following:

1. Professional Fees (Hourly Rates, Hourly Travel Rate or any other paralegal Hourly rates)
2. Out-of-pocket/Reimbursable expenses and rates

E. **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 VI)
 - a) Qualifications (Education, Training and Certification)
 - b) Experience
 - c) References
 - d) Principle Business Location
 - e) Availability
 - f) Navajo Preference
4. Attachments (Proof of Licenses, Insurance, Navajo/Indian Ownership Certifications, and Requires Supporting Documents)
5. Fee Offer (Sealed Envelope)

F. 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.

G. 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.

H. CORRECTIONS OR AMENDMENTS

1. If any 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 Subsection II.H. herein; and any amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such.

I. WITHDRAWAL OF PROPOSAL

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

V. REQUIRED SUPPORTING DOCUMENTS

A. REQUIRED LICENSES/CERTIFICATIONS

1. The Party submitting a Proposal must submit proof of qualifications listed on Section III.A., which includes the following:

- a) Juris Doctorate Degree from an accredit law school;
- b) Current Navajo Nation Bar certification(s);
- c) Current License to practice law in the State of New Mexico;
- d) Current Business License(s) issued by a state agency;
- e) Current proof of insurance coverage (Professional General Liability, Automobile Liability and Workers Compensation Insurance);
- f) Other certifications;
- g) Navajo/Indian Ownership certifications.

B. All Proposals not including the Mandatory proof of appropriate licensing or certifications shall be Disqualified from consideration for a Contract Award for the Project.

C. Navajo Nation Certification—Regarding Debarment and Suspension Form (**Exhibit A**)

D. 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.

VI. EVALUTION CRITERIA

A. The Procurement Specialist 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 and V.

B. Evaluation Criteria. A maximum total of 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 shall receive and evaluate each qualifying proposal received according to the following “Technical Evaluation” point system:

TECHNICAL EVALUATION POINTS	
30 Points	Qualification (Education, Training and Certification)
50 Points	Experience
10 Points	References
5 Points	Principle Business Location
5 Points	Availability
100 Points	Total Possible Points/Technical Evaluations

2. In order to evaluate each Proposal received, the submitting Party must provide adequate information in the following areas for each Attorney or Attorney Associates (Partnerships) who will represent the RNC '638:

a) Qualification:

- (1) Education and Training;
- (2) A Juris Doctorate Degree from an accredited law school;
- (3) Any other Post-Secondary Education Degrees;
- (4) Any other training and certifications;

b) Licenses, Certifications and Professional Insurance Coverage:

- (1) Navajo Nation Bar Certified and be in good standing with the Navajo Nation Bar Association;
- (2) Licensed to practice law in the State of New Mexico and be in good standing with the New Mexico Bar Association;
- (3) (Preferred) Certified Specialist in area of Federal Indian Law through the State of New Mexico Board of Legal Specialization;
- (4) Business License(s) to practice law in the State of New Mexico and on the Navajo Nation;
- (5) A certification of not being debarred from receiving contracts from the Navajo Nation, federal government or the State of New Mexico;
- (6) Proof of insurance—Professional General Liability, Automobile Liability and Workers Compensation Insurance meeting or exceeding the state requirements and acceptable to RNC '638;

c) Experience:

- (1) Continuous experience of ten (10) years or more in Navajo and Federal Indian Law;
- (2) Experience with the Navajo Court System and Navajo Nation Justice Department;
- (3) Experience with the Federal Court System;
- (4) Experience of ten(10) years or more with Tribal P.L. 93-638 Contracts with U.S. Department of Interior, Bureau of Indian Affairs;
- (5) Experience with legal issues in the areas of Personnel, Law Enforcement Jurisdiction, Procurement contracts, PL 93-638 Contracts, Natural Resources & Real Estate matters and Risk Management involving the Federal Tort Claim Act claims.
- (6) Notable Successful Court Cases

d) References:

- (1) List five (5) professional references and contact information
- (2) List of Major Navajo Clients currently under contract

e) Principle Business Location:

- (1) Provide the primary business location and the driving distance to RNC '638;
 - (2) Number of years the business has been in existence;
 - (3) If Partnership with other Attorneys or Law Firms, number of years the partnership has been in existence.
 - f) Availability:
 - (1) Current number of open legal cases and active Tribal clients on the Navajo Reservation/Navajo Court Jurisdiction
 - (2) Current number of open legal cases and active Non-Tribal clients outside the Navajo Court Jurisdiction
 - g) Navajo Preference:
 - (1) Provide evidence of Navajo Ownership and Certification, if applicable
3. Proposals with an average of Technical Evaluation Points above SIXTY FIVE (65) shall be deemed qualified and may be considered for an Interview.

C. 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 Attorney. If negotiations are ultimately unsuccessful, RNC '638 may in its discretion decide to terminate negotiations and/or cancel this RFP.

VII. 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 Attorney shall be expected to adhere to all terms and conditions set forth in the Attorney Contract developed by the Navajo Nation Department of Justice (with special provisions noted in Subsection VII herein). The Navajo Nation Department of Justice reserves the right to revise, amend or entirely replace any or all of the Attorney Contract documents prior to execution by the Parties.

B. INDEMNIFICATION

- 1. The Selected Attorney will be required to indemnify the RNC '638 and Navajo Nation, pursuant to the following Contract clause: "Attorney 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 Attorney, except for accident or injury arising out of Attorney Services 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 legal service 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 Attorney 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), if applicable.

D. Funding grants. The Attorney 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 Navajo Nation in timely meeting all such requirements as necessary.

VIII. RNC '638/NAVAJO NATION 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 or the Navajo Nation 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/Navajo Nation Department of Justice's 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 Attorney, 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.

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

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

EXHIBIT B

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they