

# REQUEST FOR PROPOSAL (“RFP”) PACKAGE

FOR THE JUDICIAL BRANCH PROJECT SEEKING DESIGN-BUILD SERVICES  
FOR THE ANETH JUDICIAL COURT BUILDING LOCATED AT THE ANETH 24  
ACRE COMPLEX, NAVAJO NATION  
(SAN JUAN COUNTY, UTAH)

(8/11/25)

**ADDENDUM RE-BID NO. # 25-02-3596SB**

*THIS RFP PACKAGE CORRESPONDS TO THE CLASSIFIED ADVERTISEMENT SHOWN IN THE  
GALLUP INDEPENDENT NEWSPAPER DATED JULY 28 & 30, 2025*



**JUDICIAL BRANCH**  
*of the* **NAVAJO NATION**

For additional information, please contact:

WINDOW ROCK JUDICIAL BRANCH  
ADMINISTRATION OFFICE OF COURTS (AOC)  
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## **I. INTRODUCTION**

### **A. DEFINITION OF TERMS**

1. "Project" means the JUDICIAL BRANCH Project Building Project" for which this RFP Package has been prepared and to which this RFP pertains.
2. "AOC" means the Administrative Office of the Courts of the Navajo Nation Judicial Branch.
3. "NNTU" means the Navajo Nation Telecommunication & Utilities.
4. "Judicial" means the local government entity for the Navajo Nation,
5. "Project Manager" means the person with Judicial Branch that is designated and authorized to administer and manage the Procurement for the Project.
6. "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 issuing the RFP (newspaper advertisement) for the Project; of providing this RFP Package to Interested Parties; of receiving, reviewing, evaluating, and ranking all eligible Cost Proposals submitted; and of ultimately selecting a Contractor for a Contract Award for the Project.
7. "Request for Proposal" or "RFP" refers to the newspaper classified advertisement that appeared in the Gallup Independent newspaper on July 28 & July 30, 2025.
8. "RFP Package" means this Package for the "JUDICIAL BRANCH Building Project," containing all information, terms, conditions, and documents governing the Navajo Nation's Procurement for the Project.
9. "Interested Party" means a person, business, firm, company, or Joint-Venture that is interested in submitting a Cost Proposals for the Project, for consideration by the Navajo Nation.
10. "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.
11. "Cost Proposals" means a statement, document, resume, or package listing all qualifications of an Interested Party to perform 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 Cost Proposals also includes a description of the methods and schedule by which the Interested Party plans to provide the desired Construction Services for the Project; a Cost Proposals shall also include a comprehensive cost statement for the Project as a whole.
12. "Contractor" means a person, business, firm, entity, company, or Joint-Venture that performs the construction services for the Project.
13. "Selected Contractor" means the person/firm ultimately selected by the Navajo Nation for a Contract Award for the Project.

14. "Construction Services" means all services for the Project, which services shall be provided by the Selected Contractor pursuant to one single Contract with the Navajo Nation.
15. "Mandatory" means "must" or "shall" and identifies a required condition or event; failure to comply with a Mandatory directive shall result in Disqualification of a Cost Proposals or a Party.
16. "Selection Committee" means a group of persons established to review, evaluate, and rank all eligible Cost Proposals and Parties, for a Contract Award for the Project.
17. "Determination" means a written decision of the Selection Committee or the Project Manager regarding any aspect of the Procurement for the Project.
18. "Responsible" (as applied to an Interested Party) 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 Project.
19. "Responsive" (as applied to a Cost Proposals) means having qualifications that are minimally sufficient or adequate to satisfy the Contract performance requirements for the Project; Responsive does not necessarily mean that a particular Cost Proposals will be selected for a Contract Award.
20. "Most qualified" means more than minimally sufficient; more than adequate - i.e., the highest/best of all Cost Proposals or Parties being reviewed, evaluated, and ranked.
21. "Disqualified" means that a Cost Proposals is considered Non-Responsive, and/or that a Party is considered Non-Responsible; "Disqualified" means that a Cost Proposals is considered ineligible for consideration for a Contract Award, and/or a Party is deemed ineligible to receive a Contract Award; all such determinations described in this definition shall be in accordance with Section II.F. Herein (AUTHORITY TO INVESTIGATE).
22. "Contract" means a finalized, duly approved and executed, written agreement between the Navajo Nation Judicial Branch and the Selected Contractor, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of Construction Services for the Project; the Contract for this Project must be duly processed through the Navajo Nation's §164B Review process before final execution.
23. "§164B Review" means review and approval by the designated or appropriate persons and entities as required by Navajo Nation law (2 N.N.C. §164B).
24. "Contract Award" shall mean a formal award of a Contract by the Navajo Nation for the Project to the Selected Contractor; the Navajo Nation's Office of the Controller issues the Contract Award following the execution of the Contract by the Navajo Nation Judicial Branch; a Contract Award shall not occur unless and until the Chief Justice of the Navajo Nation, or his designee, duly executes the final Contract document following appropriate §164B Review and approval.

#### B. PURPOSE OF THIS RFP

The Navajo Nation is seeking a qualified Party to enter into a Contract with the Navajo Nation Judicial Branch to provide professional Design-Build Services for this Project and desires the design and construction of the Aneth Judicial District Complex Building Project building in accordance with applicable codes and specifications of the Navajo Nation Judicial Branch.

### C. PROJECT LOCATION

This Project is located within the New ANETH JUDICIAL BRANCH 24 ACRE future complex development, Navajo Nation (San Juan County, UT). The Project Site can be accessed by leaving Red Mesa road and east onto Montezuma Creek, Utah, State Hwy. 162 for approximately 6 miles. The Aneth JUDICIAL Court Project building is situated on the north side of the 162 State Highway, 150 feet northeast of the Aneth Chapter complex. Please see exhibit "B" for map reference material.

### D. PROJECT MANAGER CONTACT INFORMATION

Inquiries or requests regarding this Procurement should be submitted in writing ONLY to the designated Project Manager shown below - no response shall be made to inquiries and requests submitted to other staff; all responses shall be in writing and shall be distributed to all Interested Parties who are provided this Package.

Andy Thomas, Judicial Project Manager  
JUDICIAL BRANCH OF THE NAVAJO NATION  
P.O. Box 520  
Window Rock, Navajo Nation (AZ) 86515  
Telephone: (928) 871-6776  
Fax: (928) 871-6761  
Email: [andy.thomas@navajo-nsn.gov](mailto:andy.thomas@navajo-nsn.gov)

#### PHYSICAL ADDRESS

Location is:  
North of Veterans Park - AOC Bldg.  
7968A Window Rock Blvd.  
Window Rock, Navajo Nation, (AZ)

## **II. REQUIREMENTS FOR THIS PROCUREMENT**

### A. GENERALLY

1. AOC authority. AOC, as a duly authorized department of the Navajo Nation government, is issuing this RFP Package and conducting this Procurement. AOC is the only Navajo Nation entity 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. Questions about RFP or Project. Between August 7, 2025 (deadline to submit questions) and August 11, 2025 (the date of the response to questions), any Interested Parties may **fax**, or **send e-mail** to the Project Manager, to submit any questions regarding this RFP or the Project; questions submitted by U.S. Postal Mail shall not be collected or considered.
3. Costs of Submission. All costs incurred by Interested Parties in the preparation, reproduction, transmittal, delivery, or presentation of a Proposal/Cost Proposals, or any other documents or materials submitted in response to this RFP, shall be paid solely by the submitting Parties.
4. Interested Parties receiving this RFP Package are strongly recommended to visit the project site.
5. VERIFICATION OF PACKAGE RECEIPT. Interested Parties receiving this RFP Package must complete and sign an "Acknowledgement of Receipt Form" form (see Tab A) to acknowledge the receipt of this RFP Package.

### B. MANDATORY COMPLIANCE STATEMENT

The submitted Cost Proposals must include a duly completed and signed "Mandatory Compliance Statement", indicating acknowledgement and commitment to comply with the following:

- 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, as applicable.
- use of recycled materials where appropriate and available into the Project.

**All Cost Proposals not including the Mandatory Compliance Statement shall be Disqualified from consideration for a Contract Award for the Project.**

#### C. NAVAJO NATION LAWS & REGULATIONS

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*, the following:

1. Navajo Sovereign Immunity Act, as amended (1 N.N.C. §§551 *et seq.*);
2. Title 2 N.N.C. §§222-223 (Contracts);
3. Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 *et seq.*);
4. Navajo Nation Procurement Act (12 N.N.C. §§301-371);
5. 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);
6. Navajo Business and Procurement Act (12 N.N.C. §§1501 *et seq.*);
7. Navajo Business Opportunity Act (5 N.N.C. §§201 *et seq.*);
8. Navajo Preference in Employment Act (15 N.N.C. §§601 *et seq.*);
9. Procurement Regulations Section IV (A)(3) (i)
10. All Interested Parties submitting Cost Proposals and the Selected Contractor shall comply with any and all applicable laws, regulations, policies, funding grant provisions, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project.

#### D. ACCEPTANCE OF REQUIREMENTS

The submission of all Proposals/Cost 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 Section II.C. herein, and including the Evaluation Criteria set forth in Section VI. herein.

#### E. OWNERSHIP OF DOCUMENTS

All documents and materials contained in this RFP Package are the property of the Navajo Nation. All documents and materials contained in all submitted Cost Proposals shall be the property of the Navajo Nation 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 AOC, 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

The Project Manager, AOC staff, the Selection Committee, and other Navajo Nation staff 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 Cost Proposals submitted for the Project. Interested Parties failing to submit any information, documents, or materials requested by AOC, in a reasonably timely manner, shall be Disqualified.

#### G. SUBMISSION OF QUESTIONS

Interested Parties may submit to the Project Manager questions regarding the Project or this RFP Package. The identity of any Party submitting question(s) shall not be revealed. All questions must be submitted in writing by email or fax. All responses to written questions shall be distributed via e-mail or fax to all Interested Parties, so Interested Parties should include an e-mail address or fax number for receipt of the response.

#### H. SUBMISSION OF PROPOSALS/COST PROPOSALS – DEADLINE

All Cost Proposals submitted for consideration must be actually received by the Project Manager on or before **4:00 p.m. MDST on August 14, 2025**, without exception. Any Cost Proposals received after this deadline shall be disqualified. The Project Manager staff shall record the exact time and date each Cost Proposal is actually received, and **all Cost Proposals must be submitted to the Project Manager at the place identified on the front page of this RFP Package and in Section I.D. herein, above.**

#### I. OPENING OF PROPOSALS/COST PROPOSALS

All eligible Proposal/Cost Proposals shall be opened at the Judicial Branch in Window Rock, at a location To Be Determined. All eligible Cost Proposals shall be opened in accordance with the Cost Proposals opening procedures of the Navajo Business Opportunity Act (“NBOA”) at 5 N.N.C. §205C, and a staff member of the Navajo Nation Business Regulatory Department shall be in attendance at the opening of Cost Proposals.

#### J. CONFIDENTIALITY

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

#### K. SUBCONTRACTORS

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 Cost Proposals 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 Cost Proposals.**

#### L. SELECTION COMMITTEE & EVALUATION



A Selection Committee of at least three persons shall be established for this Procurement, with at least one person from AOC, and one person from the JUDICIAL BRANCH. The Selection Committee shall perform the review, score, evaluate, and rank of all eligible Cost Proposals, and shall determine which Cost 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 Contractor for a Contract Award shall be in accordance with the Navajo Business Opportunity Act, and other applicable Navajo Nation laws. Negotiations with the lowest Cost Proposals.**

#### **Scoring section/Evaluation**

**15 Points: Staff Experience and Team Qualifications** 15 years of experience and specialized design and technical competence of the business, including sub-consultant(s) regarding the type of Judicial governance Court building design services required. Provide information about the team's specific technical experience with similar projects that demonstrate competence to successfully complete the project, including construction drawings, quality assurances and construction administration experience. Clearly indicate the proposed organization team chart to include but not be limited to the Design-Builder, Project Manager, Project Architect/Engineer, Supplemental Design Team and sub-consultants

**20 Points: Prior successful planning & Judicial Governance building design experience on Indian Reservations/Sensitivity to Indian Culture:** 15 years of experience and Specialized experience and competence in planning studies, Court and Administration building designs, and implementation which results in improvements that reflects and respects the cultural surroundings within tribal lands. Provide information about the firm's specific technical experience that demonstrates success in working with tribes to design buildings facilities to attract support and resources for their completion. Demonstrates ability for interaction, consultations, involvement and working with the stakeholders: Aneth Judicial and Community.

**15 points: Prior successful planning studies and Judicial Governance building design experience outside Indian Reservations:** List a minimum of three (3) projects completed by your firm that best represents a similar scope, budget, program and complexity. Please include:

- Completion Date
- Name and Location
- Budget
- Graphic Description
- Photographs (2-3)
- Change Order Percentage
- Owner Representative – **References must be included**

**10 points: Schedule:** Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate the volume of work currently under contract and the ability to complete this project within the timeline & funding requirements. Emphasis on the offeror(s) resources shall be carefully considered.

**10 points: Understanding of the Problem/Scope:** Evidence of understanding the scope of work, the existing and new site, and existing conditions. Describe in detail the anticipated scope of work for the project. Include information about the anticipated plan Judicial Governance court design and components, project site, project administration, and budget cost per foot. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options

for design approaches or techniques. Offeror should provide details concerning any project parameters that may affect design decisions, concept approaches or design philosophies.

**10 points: Availability/Location:** Proximity to or familiarity with the area, site, and its People (including culture) in which the project is located. Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the design of Tribal facilities and the project location, any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.

**5 points: Financial and Company Stability, Backlog and Employment Resources:**

#### M. ETHICS VIOLATIONS.

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.

#### N. TABLE SUMMARY OF EVENTS & SCHEDULE

AOC will make every effort to adhere to the following schedule:

| ACTION   | RESPONSIBILITY                        | DATE   |
|--|---------------------------------------|--|
| Issuance of RFP  | ADMINISTRATIVE OFFICE OF COURTS (AOC) | 07/16/2025   |
| Deadline to Submit Questions   | ADMINISTRATIVE OFFICE OF COURTS (AOC) | 08/07/2025   |
| Response to Questions  | ADMINISTRATIVE OFFICE OF COURTS (AOC) | 08/11/2025   |
| Site Visit   | ADMINISTRATIVE OFFICE OF COURTS (AOC) | Schedule with Project Manager                          |
| Deadline for Submission of Cost Proposal and "Acknowledgement of Receipt Form" | Interested Parties                    | <del>08/14/2025</del><br>@ 4pm<br>At vendor discretion |
| Cost Opening/Notice to Finalist(s)/Interviews Design-Builder                   | ADMINISTRATIVE OFFICE OF COURTS (AOC) | TBD  |
| Contract Award   | ADMINISTRATIVE OFFICE OF COURTS (AOC) | TBD  |

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

### **III. DESCRIPTION OF SERVICES DESIRED**

#### **A. SCOPE OF WORK**

The Selected Design-builder shall perform the design and construction services on the new 24-acre complex development site. The Judicial allocated land site is approximately 7.56 acres , far northeast of existing chapter complex development. The Project building will be within the new designated land tract. This Scope of Work shall include new site development to the new (Utilizing the Conceptual design) Maximum Square footage of no more than 8,500 s.f. Judicial District Court building with all the proper ADA and 2021 International Building Codes (IBC). And to include the required ADA parking spaces, sidewalks, trash enclosures and all the required infrastructure needs to accommodate the building needs. Such the water, sewer lines, and Electrical/power lines, data and telephone, and Natural Gas lines as required, if needed. The Design-Build team shall properly perform inspected, evaluate the site debris to develop the site. The contractor will verify the project site building areas in the 48 Construction Specification Institutes (CSI) divisions Numbers listed.

Site development: Right of Ways (ROW) from existing Main water line, at nearest Housing development. ROW to be establish parallel with the fencing due east, approximately 500-1,000 linear feet.

Right of Ways (ROW) from existing Sewer line, at nearest Housing development. ROW to be establish parallel with the fencing due east, approximately 500-1,000 linear feet.

Right of Ways (ROW) from existing 3-phase electrical line, at south of State Highway 162, and across north to the new development site. ROW to be establish parallel with the fencing due east, approximately 200-8000 linear feet.

D-B to consultant and hire -Biological clearance, environmental clearances,, Survey of ROW areas and consult with the local land department and utility company of all clearance requirements..

Water purification building and Water Tank will be designed and construction at a later phase.

### **IV. REQUIREMENTS FOR PROPOSAL/COST PROPOSALS**

#### **A. NUMBER OF SUBMISSIONS & COPIES**

Each Interested Party must submit one single original Proposal/Cost Proposals for this Project, with (4) copies thereof. It is the responsibility of the Interested Party to make certain that the person actually receiving the Proposal/Cost Proposals appropriately records the submission/receipt of the Cost Proposals, with a time/date stamp and initials/signature of the person actually receiving the Cost Proposals. The Original shall be clearly marked as such. The Selection Committee and AOC will not copy, collate, merge, bind, or otherwise manipulate any Cost Proposals submitted.

#### **B. FORMAT**

1. Page limit. Proposals must be type written/printed on standard 8½" x 11" white paper, with printing only on one side of each page. Any single larger sheets (up to a maximum size of 11" x 17") shall be counted as two (2) pages. Each Cost Proposals is limited to a maximum of twenty (200) pages of text and/or graphic material. Required pages that shall be excluded from the twenty-page limit shall include and shall be limited to:

Front cover (blank on back side)

Cover Letter of Submittal (one page maximum)

Table of Contents (one page maximum)

Divider pages or Tabs (blank except for title information)  
Back cover (blank on one side)  
COST PROPOSALS (in separate sealed envelope)

2. Cover Letter of Submittal. All Cost Proposals must be accompanied by a Cover Letter of Submittal that includes the following:
  - a. Information clearly identifying the Party submitting the Cost Proposals, i.e., name and physical and mailing address, organizational structure (individual, corporation, partnership, private or public character, profit or non-profit, etc.). If the submitting Party is a Joint-Venture, all identifying information for each individual or entity making up the Joint-Venture must be provided.
  - b. The name and title of the person(s) duly authorized to execute a Contract with the Navajo Nation for the Project.
  - c. The names, titles, telephone numbers, and email address (es) of the person(s) to be contacted for questions regarding the submitted Cost Proposals;
  - d. Signature of person(s) listed in Section B.2.b. herein.
3. Table of Contents. This Table should show each part of the Cost Proposals, with a detailed description of each part and corresponding page numbers, to facilitate review by AOC and the Selection Committee.
4. Organizational Chart. Cost Proposals must contain a chart showing all persons and entities that will be involved in performing the Contract for the Project. This chart must show the roles and responsibilities of all persons and entities.
5. Resume, qualifications, experience. This information should pertain to all persons and entities of the Interested Party, showing all education, training, licenses, certifications, and experience of each.
6. Project listing. Cost Proposals must contain a complete project listing. All projects awarded to the Interested Party by the Navajo Nation, including unfinished projects, must be included. If there are any questions regarding the project listing, please contact the Project Manager for clarification. Projects shall be checked and verified prior to review and evaluation by the Selection Committee.
7. Markings. All submitted Cost Proposal must be sealed separate, and the package/envelope must be clearly marked on "COST PROPOSAL FOR ANETH JUDICIAL DISTRICT COURT BUILDING PROJECT" and must also be marked as "NBOA-Certified Priority One Cost Proposals" or "NBOA-Certified Priority Two Cost Proposals" as applicable. **Cost Proposals submitted by email or fax shall be Disqualified.**

**COST PROPOSALSS NOT ADHERING TO THE MANDATORY FORMAT MAY, AT THE  
DISCRETION OF THE SELECTION COMMITTEE, BE DISQUALIFIED**

**C. PROPRIETARY INFORMATION**

Any information included in a Cost 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 Cost Proposals, to facilitate public inspection of the non-confidential portion of the Cost Proposals. Confidential data is restricted to confidential financial information qualifying as a Party's trade secrets.

**D. CORRECTIONS OR AMENDMENTS**

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

#### E. WITHDRAWAL OF COST PROPOSALS

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

### **V. REQUIRED SUPPORTING DOCUMENTS**

#### A. CERTIFICATE OF GOOD STANDING

The Party submitting Cost Proposals must be duly registered with an appropriate State Regulatory Agency (if two or more firms/entities jointly submit the Cost Proposals, then such must be registered as a Joint-Venture), and must submit a Certificate of Good Standing from such agency, showing that the Party is duly registered and in good standing with such state agency.

#### B. REQUIRED LICENSE

The Party submitting a Cost Proposals must also submit proof of formal licensing from a State Licensing Agency, for the following:

Construction GB# ;

**All Cost Proposals not including the Mandatory proof of appropriate licensing shall be disqualified from consideration for a Contract Award for the Project.**

#### C. INSURANCE DOCUMENTATION

The submitting Party must provide documentation of adequate insurance coverage as shown in the Required Insurance Provisions for Navajo Nation Construction Contracts document (see Tab B).

**Submitted Cost Proposals must include the required insurance documentation; any Party not providing such documentation may be Disqualified - at AOC or the Navajo Nation's sole discretion.**

#### D. PERFORMANCE BOND & PAYMENT BOND (not required if contract is \$50,000 or less)

The submitting Party shall provide a Performance Bond to guarantee such Party's full performance of all duties under the Contract for the Project. Generally, the Performance Bond must be in a dollar amount equal to one-hundred percent (100%) of the final Contract awarded to the Selected Contractor; however, a lesser Bond amount of fifty percent (50%) shall be allowed if the Selected Contractor (in addition to providing a 50% Performance Bond amount) either (1) provides an irrevocable Letter of Credit for fifty percent (50%) of the Contract amount, or (2) agrees to a retainage of fifty percent (50%) of the Contract amount. The Performance Bond must be provided by a state-licensed or state-registered surety or bonding company.

The submitting Party shall also provide a Payment Bond to cover all of its obligations and liabilities to any and all subcontractors, suppliers, laborers, and other persons or entities that

will be performing work on the Project or providing materials for the Project. The Payment Bond must be in a dollar amount sufficient to cover all such obligations and liabilities, and must be provided by a state-licensed or state-registered surety or bonding company.

**Submitted Cost Proposals need not initially include the required Bonds; however, such Bonds must be provided prior to final Contract Award, and any Party not providing such Bonds in a timely manner may be Disqualified - at AOC' or the Navajo Nation's sole discretion; for purposes of this provision, a "timely" submission of such Bonds (i.e., deadline for submission) shall be determined by AOC.**

E. I.R.S. W-9 FORM

The submitting Party must include in its Cost Proposals a completed and signed I.R.S. Form W-9, and form 100 as required by Navajo Tax Regulatory which will be used by the Navajo Nation to report all Contract payments to the I.R.S.

**Submitted Cost Proposals need not initially include the required W-9 Form; however, such Form must be provided prior to final Contract Award, and any Party not providing such Form in a timely manner may be Disqualified - at the AOC or Navajo Nation's sole discretion; for purposes of this provision, a "timely" submission of such Form (i.e., deadline for submission) shall be determined by the AOC.**

F. AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

The submitting Party must include in its Cost Proposals a list of Subcontractors that may be used by the Party in performance of the Project. The submitting Party must also include in its Cost Proposals a duly signed and notarized "Affidavit of Responsibility for Subcontractors".

**All Cost Proposals not including the Mandatory Subcontractors List and the Mandatory Affidavit of Responsibility for Subcontractors shall be Disqualified from consideration for a Contract Award for the Project.**

G. AFFIDAVIT OF NON-COLLUSION

The submitting Party must include in its Cost Proposals a duly signed and notarized "Affidavit of Non-Collusion" .

**All Cost Proposals not including the Mandatory Affidavit of Non-Collusion shall be Disqualified from consideration for a Contract Award for the Project.**

H. AFFIDAVIT OF NON-SUSPENSION & NON-DEBARMENT (NNOOC Website)

The submitting Party must include in its Cost Proposals a duly signed and notarized "Affidavit of Non-Suspension & Non-Debarment".

**All Cost Proposals not including the Mandatory Affidavit of Non-Suspension and Non-Debarment shall be disqualified from consideration for a Contract Award for the Project.**

I. ANETH 24 ACRE MASTER PLAN PROGRAMMING & UTILITY ANALYSIS (see Tab \_)

## **VI. CONTRACT DOCUMENTS & PROVISIONS**

A. CONTRACT DOCUMENTS.

Please contact the Project Manager or Owner for a copy of the documents or infrastructure for this Project. The Navajo Nation reserves the right to edit, revise, amend, or entirely replace, any or all proposed Contract documents, including all exhibits, prior to execution of the Contract by the Parties.

#### B. INDEMNIFICATION.

The Selected Contractor will be required to indemnify the Navajo Nation, pursuant to the following Contract clause: the Contractor agrees to hold harmless and indemnify the 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 the Selected Contractor, except for accident or injury arising out of the Selected Contractor's 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 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

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. **It shall be the Contractor's sole responsibility to seek advice from appropriate Navajo Nation programs or offices regarding all such laws and regulations that may be applicable to the Project, or to the Contractor's performance under the Contract.** Applicable laws and regulations include, *but are not limited to*, the following:

1. Navajo Sovereign Immunity Act, as amended (1 N.N.C. §§551 *et seq.*);
2. Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 *et seq.*);
3. Navajo Business and Procurement Act (12 N.N.C. §§1501 *et seq.*);
4. Navajo Nation Sales Tax (24 N.N.C. §§601 *et seq.*);
5. Navajo Preference in Employment Act (15 N.N.C. §§601 *et seq.*) (Navajo preference in hiring);
6. Funding grants. The Selected 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 Navajo Nation in timely meeting all such requirements as necessary.

### **VII. NAVAJO NATION DISCLAIMERS**

#### A. RIGHT TO CANCEL THIS RFP

In accordance with Section XIII.B. Of the Navajo Nation Procurement Regulations, at any time prior to a final Contract Award, AOC/Navajo Nation may cancel this RFP for any of the reasons as follows:

1. Inadequate or ambiguous specifications were cited in the RFP or this Package;
2. Specifications or descriptions for the Scope of Work have been revised;
3. The services are no longer required;
4. The RFP and this Package did not provide for consideration of all factors of cost to the Navajo Nation;
5. All Cost Proposals received indicate that the needs of the Navajo Nation can be satisfied by a less expensive service differing from that described in the RFP and this Package;
6. All Cost Proposals received that exceed the Maximum Feasible Price (budget) by 10 % shall be subject to negotiate or reduce the Scope of Work (SOW) and/or re-Cost Proposals to Vendors;
7. Submitted Cost 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;
8. Cancellation is in the best interest of the Navajo Nation.

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 Interested Parties who have received this RFP Package. Upon cancellation, all Cost Proposals shall be returned to a submitting Party upon written request by such Party.

#### B. APPROPRIATIONS REQUIRED

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 Navajo Nation.

#### C. RIGHT TO WAIVE IRREGULARITIES

AOC/Navajo Nation - at its discretion - may determine that any error, irregularity, or other misinformation contained in any Cost Proposals is of a minor consequence and AOC may then waive any Mandatory requirement set forth in this RFP Package, provided that such waiver does not materially affect the objective nature of the Procurement process.

#### D. RIGHT TO DISQUALIFY

The Navajo Nation reserves its right to Disqualify any Cost Proposals 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 Navajo Nation or any other governmental entity, has failed to timely submit required documents or information, or has caused the Navajo Nation to incur unreasonable expense regarding the consideration of its Cost Proposals.

#### E. RIGHT TO REFUSE CONTRACT

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 Navajo Nation's execution of this Contract:

1. Lack of documents; the Navajo Nation has not received all required supporting documents, or other reasonably requested information;



2. 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
3. Ineligibility; the Selected 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
4. 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 XIII (A) 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
5. Change to the Budget/MFP; there has been a revision (whether increase or decrease) of the Budget or the Maximum Feasible Price that was originally established for this Project by AOC prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII (A) 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
6. 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
7. 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 Navajo Nation.

\*\*\*\*\* END OF DOCUMENT – BUT SEE TABS A \*\*\*\*\*

## EXHIBIT A – ACKNOWLEDGEMENT OF RECEIPT FORM

### JUDICAL BRANCH OF THE NAVAJO NATION, ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that he/she has received a complete copy, beginning with title page, table of contents and Exhibits A.

The acknowledgement of receipt should be signed and returned to the Project Manager no later than close of business day on June 26, 2025. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror's written questions and the AOC's written responses to those questions, as well as, RFP amendments, if any are issued. The following name and address will be used for all correspondence related to the RFP/RFP.

Firm WILL or WILL NOT (circle one) submit a proposal.

FIRM: \_\_\_\_\_  
\_\_\_\_\_

REPRESENTED  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE  
NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX  
NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP  
CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

#### **Return Form To:**

Ms. Raquel Chee, Procurement Analyst  
Judicial Branch of the Navajo Nation, Administrative office of the Courts  
P.O. Box 520  
Window Rock, Arizona 86515  
Telephone: (928) 871-6762 Fax: (928) 871-6761  
Email: [rchee@navajo-nsn.gov](mailto:rchee@navajo-nsn.gov)

**EXHIBIT B – MAP OF SITE LOCATION: UT-162 WEST, ANETH, UT**



## NAVAJO NATION CERTIFICATE OF NON-COLLUSION

For \_\_\_\_\_ (service type) for the \_\_\_\_\_ (name) Project,  
located in the \_\_\_\_\_ (Chapter) of the Navajo Nation, state of \_\_\_\_\_,  
County of \_\_\_\_\_.

\_\_\_\_\_, (signatory name), hereby says that:

1. He/she is the \_\_\_\_\_ (job title) of \_\_\_\_\_ (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. Is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
  - a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
  - b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
  - a. fix any price or fee relating to any Proposal, Statement of Qualification, or Bid of said Entity or of any other entity, bidder, or person, or
  - b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Address of Entity

\_\_\_\_\_  
Entity Employer Identification Number (EIN)



**NAVAJO NATION CONTRACTOR AFFIDAVIT  
OF RESPONSIBILITY FOR SUBCONTRACTORS**

For \_\_\_\_\_ (service type) for the \_\_\_\_\_ (name) Project,  
located in the \_\_\_\_\_ (Chapter) of the Navajo Nation, state of \_\_\_\_\_,  
County of \_\_\_\_\_.

\_\_\_\_\_, (Affiant name), being first duly sworn, hereby deposes and says that:

1. He/she is the \_\_\_\_\_ (job title) of \_\_\_\_\_ (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. he/she is authorized to represent this entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. as of the date of signature below, said entity intends to use the subcontractors listed on the attached document, titled "Exhibit 1", for the above-named Project;
4. none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the United States federal government, any state government, or the Navajo Nation;
5. none of the subcontractors are debarred, suspended, otherwise slated for debarment, ineligible and/or excluded from participation on any government contracts, including but not limited to federal, state, and tribal government contracts;
6. none of the subcontractors are nor have been under criminal indictment or civilly charged by a governmental entity for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property, or other criminal offenses in the administration of a government contract;
7. none of the subcontractors have been terminated for cause or convenience by a governmental entity in the administration of a government contract;
8. the entity named in Line 1 herein shall assume all legal responsibility for the work of all subcontractors on the Project, including performing all subcontractors' duties as necessary or replacing any subcontractors as necessary in keeping with Navajo Nation laws, in order to guarantee successful completion of all enumerated duties for this Project;
9. all statements set forth herein, are true.

**NOTARY:**

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed name of Affiant

\_\_\_\_\_  
Title of Affiant

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Address of Entity

\_\_\_\_\_  
Entity Employer Identification Number (EIN)

Subscribed and Sworn before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

Notary Signature \_\_\_\_\_

My Commission expires \_\_\_\_\_

## This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible on each side of the central gutter. The paper appears to be from a notebook or a standard ruled document.

**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