

REQUEST FOR PROPOSAL
NAVAJO DEPARTMENT OF AGRICULTURE
AND
NAVAJO DIVISION OF NATURAL RESOURCES
Pasture, Rangeland, Forage Insurance Agency Services
Navajo Nation Trust and Fee Lands Areas

RFP BID NO. 26-06-4192DB

I. PURPOSE OF REQUEST

The Navajo Nation Department of Agriculture (NDOAg) and Navajo Division of Natural Resources (DNR) desire to obtain agriculture agency insurance services for farmer and rancher programs offered by the United States Department of Agriculture (USDA), including the Pasture, Rangeland, Forage Insurance Program (PRF) crop insurance policy, as administered by the USDA's Risk Management Agency (RMA), as soon as possible. The insurance agency will write the PRF crop insurance policy for the next two (2) policy years, beginning policy year 2027 through 2028. USDA also offers other farmer and rancher programs that provide financial assistance in producing livestock and farm products to ensure the availability of food supply to the United States, as well as providing disaster assistance to farmers and ranchers from natural disaster events. NDOAg and DNR want to begin full participation by the Navajo Nation in these USDA programs and other agricultural programs for all Navajo Nation trust and fee lands situated in Arizona, New Mexico, and Utah.

This RFP is issued under and pursuant to the laws of the Navajo Nation, including the Navajo Nation Procurement Act, Navajo Business Preference Act, and the Navajo Nation Sovereign Immunity Act.

II. SCOPE OF WORK

The insurance agency selected shall represent, provide advice and technical assistance, and write and submit applications for and issue insurance policies for the Navajo Nation, NDOAg, DNR, and certain lessees and permittees utilizing Navajo Nation trust and fee lands for farmer, rancher, and livestock producer programs offered by the USDA for eligible Navajo Nation trust and fee lands within Arizona, New Mexico, and Utah. The insurance agency will also represent, provide advice and technical assistance, and submit applications for the Navajo Nation, NDOAg, DNR, and certain lessees and permittees utilizing eligible Navajo Nation trust and fee lands situated within Arizona, New Mexico, and Utah in the USDA RMA PRF crop and drought insurance program for two (2) policy years, beginning 2027 through 2028.

The insurance agency shall also provide review, analysis, and recommendations as to the selection of factors to be used in submitting a PRF application for optimal crop insurance coverage for the Navajo Nation and the issuance of the policy by the insurance agency, including Rainfall Index analysis using National Oceanic and Atmospheric Administration Climate Prediction Center (NOAA CPC) data, Grid Locations, Intended Uses, Coverage Levels, Productivity Factors, Insurable Interests, Insured Acres, and Index Intervals; Percent of Value, and Producer insurance premium cost comparisons and alternatives. The NDOAg and DNR will select the two-month index intervals using historical grid ppt data.

The insurance agency shall represent the Navajo Nation by working under the NDOAg and DNR, utilizing standard practices in the agriculture insurance industry for insurance policies, and in submitting applications participation in the other USDA farmer, rancher, and livestock producer eligible programs. The insurance agency agrees to keep all information confidential and

will not disclose any information specified by the NDOAg and the DNR, in whole or in part, or reveal any of the aforementioned confidential information to any persons whatsoever other than the NDOAg and the DNR, unless otherwise approved.

III. TIME SCHEDULE

It is the NDOAg's and DNR's intent to follow the foregoing process and timetable to procure the services of an insurance agency. At the NDOAg's and DNR's discretion, it may change the estimated dates, and the process set forth below as it deems necessary, including but not limited to interviews.

DNR issues RFP Bid Solicitation Notice	June 29, 2026
Deadline for Submission of Proposals by 5:00 p.m., MDT	July 24, 2026
Evaluation of submitted bids	July 29, 2026
Notice of selection and initiate award process	August 3, 2026
Notice to Proceed issued	August 3, 2026

IV. PROPOSAL

All interested parties are invited to review and respond to this Request for Proposal (RFP) at their discretion. All questions pertaining to the contents of this RFP, as a respondent, can contact via email Ms. Jesse Jim, Department Manager III, Navajo Department of Agriculture at Jesse.Jim@navajo-nsn.gov.

All parties responding to this bid are instructed to submit or send five (5) proposals (1 original and 4 copies) to the following address:

The Navajo Nation
Navajo Department of Agriculture- Department Manager
Attention: Jesse Jim, Department Manager III
Post Office Box 4889
Window Rock, AZ 86515.
Physical Address: Building #1 – 2636 South Wing of OPVP, Window Rock, AZ 86515
Telephone No.: 928.871.6605
Fax No.: 928.871.7040

All responses to this bid shall be sent or hand delivered in a sealed envelope, including a return address, and clearly marked on the outside of the envelope the following:

“BID NO. 26-4192DB
NAVAJO DEPARTMENT OF AGRICULTURE
Pasture, Rangeland, Forage Insurance Agency and Other Services
Navajo Nation Trust and Fee Lands Areas
PROCUREMENT
DO NOT OPEN-BID PROPOSAL
NBOA Priority Status (Priority One; Priority Two or Non-Priority Status)

All proposals must be received by 5:00 p.m. Mountain Daylight Time on Friday, July 24, 2026. **Proposals will not be accepted after this deadline.**

V. GENERAL INFORMATION AND GUIDELINES FOR THIS RFP

A. DESCRIPTION OF THE ORGANIZATION

The Navajo Nation Division of Natural Resources is the responsible agency of Navajo Nation government for the protection, restoration, conservation, management, and development of Navajo Nation natural and cultural resources, including approval of land acquisitions. The Navajo Department of Agriculture is the responsible agency to manage all aspects of agricultural resources for the optimum benefit of all Navajo people, including future generations.

B. RESPONDENT REQUIREMENTS

1. All respondents must have the capabilities listed herein, including sufficient detailed information with regard to experience and expertise in meeting the following requirements:

a. The interested agent must be appointed by at least one of the RMA's Authorized Insurance Providers (AIP) and demonstrate at least eighteen (18) months of working relationship with the proposed AIP. AIP must have an AM Best rating of A or demonstrate underwriting capabilities for the PRF application.

b. The Navajo Business Opportunity Act (5 N.N.C. §§ 201 and 215), the Navajo Business and Procurement Act (12 N.N.C. §§ 1501-1516), Navajo Nation Procurement Code (12 N.N.C. §§ 301-371), and the Navajo Preference in Employment Act (15 N.N.C. §§ 601 *et seq.*), with all implementing regulations, will apply.

c. The agent must demonstrate eighteen (18) months experience in the analysis of historical rainfall data within the PRF program and optimizing PRF policies to best suit a given location.

d. The agent must have a minimum of eighteen (18) months experience in providing crop insurance that includes the PRF programs.

e. The agent should demonstrate sufficient resources to determine and qualify any eligible acreage across the Navajo Nation for inclusion in the PRF policy and other USDA programs.

f. As may be required in the discretion of NDOAg and DNR, the agent must assist the NDOAg and DNR in establishing a revenue fund management plan. If a fund management plan is established, the agent must submit monthly claim projections after every interval by the 5th of the month.

g. The agent and its agents or affiliates must be licensed in Arizona, New Mexico, and Utah (as applicable), and provide proof of current agent/agency licenses.

h. The agent must provide advice and selection of actions/factors to NDOAg and DNR in accordance with the Rainfall Index Insurance Standards Handbook, including choosing applicable alternatives to required factors. NDOAg and DNR will approve the selection factors from the alternatives provided by the agency prior to issuance of a policy. The NDOAg

and DNR will also select the two-month interval factors, using historical grid ppt data, from the alternatives presented by the agency.

i. The agent must demonstrate experience in the analysis of historical rainfall data for the purposes of optimizing coverage within the PRF programs.

j. The agent must provide adequate information on all qualifications and experience to enable NNDA to determine the most qualified agency to successfully complete the scope of work within the required timeframe.

k. The agent shall review and evaluate eligibility to participate in additional programs for farmers, ranchers, and livestock producer programs. The agent shall communicate with USDA on behalf of the Navajo Nation and begin participation in agricultural programs.

l. The agent will provide a plan to properly qualify all eligible Navajo Nation grazing, haying, and forage acreage for the PRF policy.

m. The NDOAg and DNR reserve the right to request clarification of information submitted, and to request additional information from any proposer. NDOAg and DNR also reserve the right to request an interview, if necessary.

n. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate, and at the NDOAg's and DNR's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NDOAg and DNR reserve the right to use any non-proprietary information. No basis for claims against the NDOAg or DNR shall arise as a result of a response to this RFP or from the NDOAg's and DNR's use of such information. (Proprietary information submitted in response to this RFP will be handled in accordance with the Navajo Nation Privacy and Access to Information Act). Each and every page of the proprietary material must be labeled or identified with the word "**PROPRIETARY.**"

o. Nothing in this RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation, including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.

p. **Insurance.**

1. The selected entity, upon receiving authorization to proceed, Consultant shall procure and maintain, during the life of this contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. All insurance documents must include a provision of 30 days written notification to the NDOAg, Department Manager, if a policy has been materially changed or canceled. The entity selected shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A (VII) or better. Such insurance will protect and indemnify the Navajo Nation, NDOAg, and DNR from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Consultant's or those of a subcontractor or any person or entity directly or indirectly employed by said Consultant. Minimum coverage is as follows:

Workers Compensation

Statutory Coverage

Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/

3. **Increased Limits:** If, during the life of the agreement issued by this RFP or solicitation, maximum limits of the liability required under by the Navajo Nation Insurance Services Department increase, the NDOAg and DNR may require the successful Consultant under this RFP to increase the maximum limits of any insurance required herein. In the event that the successful Consultant is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

4. **Tax.** All appropriate taxes should be included in the cost of service including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. §§ 601 *et seq.*).

5. **Termination.** This RFP may be canceled at any time and any and all statements may be rejected in whole or in part, when the NDOAg Department Manager determines such action to be in the best interests of the NDOAg.

6. **Sufficient Appropriation.** Any contract awarded as a result of this RFP may be terminated if there are insufficient appropriations or authorizations do not exist. Sending written notice to the agency will affect such termination. The NDOAg's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the NDOAg and DNR, which decision shall be final and binding upon the agency. If the determination is made that there is insufficient funding to continue or finalize a project, the agency will be compensated to the level of effort performed, as authorized by the NDOAg Department Manager prior to that determination.

7. **Notice.** The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities, and kickbacks.

8. **Ownership of Documents.** The purchase agreements, real estate indentures, letters of intent, transaction documents, appraisals, inspection reports, title reports, title commitments and insurance policies, all due diligence reports and investigation reports, environmental inspections, investigations and reports, other reports, drawings, plats, specifications, CAD files, and other project documents are the property of NDOAg and DNR and will not be returned to Respondent. The contract has certain requirements as to the rights and responsibilities of the NDOAg, DNR, and agency. Record drawings and documents are to be delivered to NDOAg and DNR.

9. **Indemnification:** To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful agency shall indemnify and hold harmless the Navajo Nation and its officials, employees and other agents from and against any and all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions, and performance under the contract. The agency further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the agency, its agents, associates, or employees.

The indemnification provided above shall obligate the Respondent to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.

The award of this Contract to the Respondent shall obligate the Respondent to comply with the foregoing indemnity.

10. The respondent will furnish all requested information as specified in this RFP.

VI DELIVERABLES

A. The planner shall complete the scope of work and provide the following:

Deliverables
1. Recommendations with the analysis of at least two (2) alternatives for selection of PRF factors with Rainfall Index analysis from determined eligible acreage of Navajo Nation trust and fee land for insurance policy coverage. Selection of final recommendation for PRF policy coverage shall be made by NDOAg and DNR. This process shall apply to each policy year.
2. Sale of PRF policy to the Navajo Nation for each policy year.
3. Sale of PRF policies to Navajo Nation eligible lessees and permittees.
4. Review and recommendation to NDOAg and DNR of other agricultural programs that the Navajo Nation and its lessees and permittees may be eligible in which to participate.
5. Provide assistance to NDOAg and DNR to enroll in the identified agricultural program and actual enrollment in the agricultural programs.

VII PROPOSAL CONTENT AND REQUIRED INFORMANTION

Please utilize the outline described below with five (5) copies.

- A. Organizational letter expressing your interest and a brief description of your proposed services. Do not reveal or make reference to the cost in this letter.
- B. Organization qualifications and project experience. Include references.
- C. Scope of Work
- D. Product Specifications (if any)
- E. Design (detailed plan depicting problem solving and recommendations).
- F. Schedule, including proposed site visits.
- G. Copies of licenses, certifications (*NBOA Priority Status*), insurance certificates, and other relevant documents.
- H. Subcontractor Information, if applicable
 - a. Subcontractor work should not exceed the majority of percentage of entire project.

I. Costs to be submitted in a separate sealed envelope. Detailed breakdown of costs: Material, Labor, and other applicable costs; 6% Navajo Nation Sales Tax.

J. Compliance: Any proposal that does not adhere to this format and does not address each specification, requirement, or scope of work as outlined, may be deemed non-responsive and rejected on that basis.

VIII. EVALUATION PROCESS (pre-qualifying process)

A. Evaluation Criteria

1. Agent qualifications, credentials, and minimum eighteen (18) month work experience. This includes the capabilities to provide all requested services. (20 points)

2. Quality of products, ability to provide requested work products, scope of work and deliverables, problem solving and recommendations, and warranty services. (30 points)

3. Project schedule. (20 points)

4. Cost (separate sealed envelope). (30 points)

B. The NDOAg and DNR reserve the right to interview respondents if deemed necessary due to tied scores or other legitimate matters.

1. This may entail a presentation from the respondent for clarification and/or details on requested work products or other requirements. The presentation will be scheduled to be presented in Window Rock, AZ (if necessary). It is NDOAg's intention to award one (1) agency to provide all services as specified.

IX. TYPE OF CONTRACT

The Navajo Nation will utilize a standard Professional Services Contract agreement form, and all other required Navajo Nation forms as determined necessary for the procurement of goods and services for this project.

X. PERIOD OF PERFORMANCE

The period of performance will be determined and negotiated based on the schedule proposed by the respondent and the contract implementation date.

XI. TECHNICAL DIRECTION

The NDOAg point of contact is Jesse Jim, Department Manager III, for inquiries related to the project and other matters. Questions and responses will be shared with all respondents. Ms. Jim's email address is Jesse.Jim@navajo-nsn.gov.

XII. PAYMENT AND SUBMISSION OF INVOICES

The Navajo Nation Professional Services Contract agreement form will provide information concerning this section.

XIII. RIGHTS

The Navajo Nation reserves the right to reject any and all proposals, in whole or in part, based upon the requirements set forth in this RFP.

XIV. AGREEMENT TERMS AND CONDITIONS

The Navajo Nation is not bound to enter a contract under this RFP and may issue a subsequent RFP for the same services, and

The Navajo Nation is a sovereign government, and all contracts entered into as a result of this RFP shall comply with Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act (15 N.N.C. §§ 601 *et seq.*), and applicable federal law, rules, and regulations. This procurement and any RFP with respondents that may result shall be governed by the laws of the Navajo Nation and applicable federal and state laws. Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity. In addition, the Navajo Nation Business Opportunity Act, Navajo Nation Procurement Act, and Business Preference Act will apply to this RFP.

6/24/2026