



**August 29, 2016**  
**REQUEST FOR PROPOSAL**  
**TO PROVIDE LEGISLATIVE and LOBBYING LEGAL SERVICES**  
**TO THE NAVAJO NATION**

**PROPOSAL DUE DATE:** Monday, September 5, 2016 at 5:00PM MT

**CONTACT PERSON:** Stanley Pollack, Assistant Attorney General  
Water Rights Unit  
Navajo Nation Department of Justice  
(928) 871-6345  
(928) 871-7510

**E-MAIL PROPOSALS TO:** [smpollack@nndoj.org](mailto:smpollack@nndoj.org)  
[lkee@nndoj.org](mailto:lkee@nndoj.org)

- A. Scope of Work. The selected Respondent will provide the following services to the Navajo Nation:

Legislative and Lobbying Legal Services to assist with the introduction and passage of legislation to implement the Navajo Utah Water Rights Settlement Agreement (NUWRSA) approved by the Navajo Nation Council in January 2016. The NUWRSA provides for the quantification of the water rights of the Navajo Nation in the Upper Colorado River Basin in Utah in the amount of 81,500 acre-feet of depletion per year. The effectiveness of the settlement is contingent on securing U.S. Congressional approval of the settlement and the authorization of approximately \$210 million for future water development in the State of Utah. Selected Respondent will provide services to secure favorable approval of the NUWRSA by Congress and by the Utah Legislature. Selected Respondent will report directly to the Attorney General or her designee and will also be expected to work with the elected officials of the Navajo Nation and their offices.

The Navajo Nation Department of Justice will be accepting proposals for this service postmarked by 5:00 PM MT on Monday, September 5, 2016. **NO LATE PROPOSALS WILL BE ACCEPTED.**

- B. Fees. Describe in detail the hourly rate or other basis on which you would bill the time of attorneys and paralegals assigned to this scope of work, and your timekeeping and invoicing

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practices. If you intend to engage outside consultants or co-counsel, provide comparable information regarding fees and expenses.

- C. Conflicts. Your firm should make an affirmative statement as to whether your former or current representation of clients presents any conflict of interest which might bar you from undertaking the responsibilities of these services, and the precise nature of any potential conflict. A conflict of interest may include, but not limited to whether you or your firm currently represent any other Tribes, governmental, or private interests that may impact the Navajo Nation with respect to contracting, leasing or employment matters against the Navajo Nation and/or Navajo Nation Enterprises.

## **SECTION I**

### *SCHEDULE OF ACTIVITIES AND CONTACT*

SCHEDULE	DEADLINES
1. Due Date for Proposals	Monday, September 5, 2016 at 5:00 PM MT
2. Due Date for Selection of Interviewees	Wednesday, September 7 by 5:00 PM MT
3. Award Date for Contract	Friday, September 16 by 5:00 PM MT

Prospective Respondent may make inquiries to Stanley Pollack, Assistant Attorney General, Water Rights Unit at 928-871-7510 up to Monday, September 5, 2016 at 12:00 PM MT. Any inquiries concerning this RFP or to obtain clarification of requirements will be answered up until that time.

Late proposals will NOT be accepted. It is the sole responsibility of the Respondent to ensure the proposal arrives via e-mail to [smpollack@nndoj.org](mailto:smpollack@nndoj.org) and [lkee@nndoj.org](mailto:lkee@nndoj.org) prior to the date and time specified above.

## **SECTION II**

### *QUALIFICATIONS*

Respondents shall identify all relevant qualifications to provide Legislative and Lobbying Legal Services. The proposal should specifically address the degree of experience or expertise the applicant possesses in the following areas:

- Previously approved or pending Indian water rights settlements
- Department of the Interior Criteria and Procedures for the Settlement of Indian Water Rights
- Procedures for the introduction of Indian water settlements as identified in Chairman Rob Bishop's letter of February 26, 2015 to the U.S. Attorney General and the Secretary of the Interior
- Ability to obtain legislative appropriations, including the identification of budgetary offsets
- Previous involvement with the staff for members of the Utah congressional delegation; staff for Senate Indian Affairs Committee; staff for House Water and Power Subcommittee; or any other pertinent legislative experience
- Ability to work with representatives of the State of Utah and the Navajo Nation

## **SECTION III**

### *INSTRUCTIONS TO BIDDERS*

- A. **REJECTION OF PROPOSALS:** The Navajo Nation Department of Justice reserves the right to reject any or all proposals and to waive all informalities and minor irregularities in receiving proposals.
- B. **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within any proposals must be clearly stated in the proposal itself. (Proprietary information submitted in response to this RFP will be handled in accordance with Navajo Privacy and Access to Information Act). Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY."
- C. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become property of the Navajo Nation and will not be returned to the Respondent. Responses received will be retained by the Department of Justice and may be reviewed by any person after final selection has been made, subject to Paragraph B above.
- D. **COSTS INCURRED:** There is no express or implied obligation for the Navajo Nation to reimburse Respondents for any expenses incurred in preparing responses to this RFP and

the Navajo Nation will not reimburse Respondents for these expenses, nor will the Nation pay any subsequent costs associated with the provision of any additional information or presentation, including costs incurred to interview with the selection team, or to otherwise procure a contract for these services.

- E. ACCEPTANCE OF PROPOSAL CONTENT: The content of the proposal will become contractual obligations if a contract award is made. Failure of the successful Respondent to accept these obligations may result in cancellation of the award and such Respondent may be removed from consideration for future Navajo Nation solicitations. The Navajo Nation Department of Justice reserves the right to pursue appropriate legal action in the above set of circumstances.
- F. RESPONDENT'S TERMS AND CONDITIONS: Respondent may submit a "SAMPLE" of entity standard services agreement with the proposal and a complete set of any terms and conditions they expect to have included in a contract negotiation with the Navajo Nation. (OPTIONAL)
- G. GOVERNING LAW: The review of this RFP will be reviewed in compliance with applicable Navajo Nation laws.
- H. EVALUATION PROCEDURES AND CRITERIA:
  - 1. A selection team will evaluate the proposals received in accordance with the general criteria used herein. Respondents should be prepared to provide any additional information the team feels necessary to the fair evaluation of proposals.
  - 2. Failure of Respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of an official with the authority to bind the Respondent to the execution of a contract.
  - 3. The sole objective of the selection team will be to identify the Respondent who is most qualified to fulfill the Scope of Work set forth herein and meets the Qualifications set forth above. The specifications in this RFP represent the minimum performance criteria necessary for a response.
  - 4. Financial Factors: Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic and cost effective, but also to determine the offeror's understanding of the scope of work and ability to organize and perform the contract. Cost/price factors will not be numerically weighed and scored, but will be considered as part of the overall response.
- I. STANDARD CONTRACT: The Navajo Nation reserves the right to incorporate standard contract provisions into any contract negotiations as a result of a proposal submitted in response to this RFP. This RFP does not constitute a contract.

J. RETURN OF DOCUMENTS: The Navajo Nation has no obligation to return any proposals received in response to this RFP.

K. TERM: The term of the contract will be open-ended, subject to available funds, and will terminate when the objective of Congressional approval of the settlement and authorization of funding for the settlement is achieved. The contract may be terminated by either party with thirty (30) days' notice to the other party.

### **SECTION III**

#### **A. PROPOSAL CONTENTS**

1. Identify the name and title of the person authorized to negotiate the contract on behalf of the firm; and
2. Preferred date for completion of work and recommendations; and
3. Signed by the individual authorized to contractually obligate the firm.

#### **B. INSTRUCTIONS TO THE RESPONDENT**

Any proposal that does not adhere to this format and that does not address each requirement, the scope of work, and the required qualifications set forth in this RFP may be deemed non-responsive and the proposal may be rejected on that basis.