

**REQUEST FOR PROPOSAL  
FOR INVESTMENT AND ENDOWMENT  
FUND SERVICES (RFP 2020-12)**

**Navajo Technical University (NTU, “The Owner”) is seeking the services of a qualified vendor to provide investment services for its investment and endowment accounts. The owner seeks a qualified bidder to perform the work. Bidders are invited to submit a proposal to the Owner for consideration. The successful bidder shall be expected to work closely with the owner.**

Inquiries for proposal and procurement information should be directed to:

**Cheryl Thompson, Director of Finance**

**Phone: (505) 387-7478 E-mail: [cthompson@navajotech.edu](mailto:cthompson@navajotech.edu)**

**Shawna Ramone, Interim Purchasing Coordinator**

**Phone: (505) 387-7505; Email: [sramone@navajotech.edu](mailto:sramone@navajotech.edu)**

Completed proposals must be received at the address below **no later than 5:00 p.m. on February 26, 2021.**

**Navajo Technical University  
Attn: Business Office  
Enclosed: RFP-2020-12 Investment/Endowment  
Lower Point Road/ State HWY. 371/ Rt. 9  
P.O. Box 849  
Crownpoint, New Mexico 87313**

Proposals must be received by the date and time specified. Late proposals will be disqualified. In order to be considered for selection, Bidders must submit a complete cost bid to the RFP. Incomplete proposals may not be considered if the omissions are determined to be significant. The proposals must be submitted in two parts: **(A) One (1) original and two (2) copies of the Investment & Endowment Fund Services Proposal and (B) one (1) original of the Cost (Fees) Proposal.** The Cost Proposals must be submitted in a **sealed envelope**, which specifies on its face the name of the Bidder and must clearly be marked **“RFP- 12-2020 Cost Proposal for the Investment & Endowment Fund Services.” Bidder shall indicate if a Navajo Nation Priority 1 or Priority 2 Vendor.** Proposals received after the date and time specified shall be returned unopened. Due to COVID-19 circumstances, electronically submitted proposals will be accepted by the closing date and time. Send proposals directly to: [Finance@navajotech.edu](mailto:Finance@navajotech.edu).

Navajo Technical University (NTU) reserves the right to reject any and all proposals submitted, to waive any informalities or irregularities and to re-advertise in its best interest and to request additional information from all proposers. The advertisement for proposals does not commit NTU to award a contract nor to pay any costs incurred for the preparation of proposals. Any contract awarded will be awarded to the Bidder, who, based upon evaluation of all proposals, is determined to have submitted the best proposal, considering both qualifications and cost.

## **Proposer Certification Statement**

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**Navajo Nation Business Opportunity Act (5 NNC§203 et. seq.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied.**

In compliance with this request for bids and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed bid.

Name of Firm: \_\_\_\_\_

Name of DBA (If Applicable): \_\_\_\_\_

Represented By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

FEIN No.: \_\_\_\_\_ DUNS No. \_\_\_\_\_

### **Bid Submittal Check list**

- Proposal/ Bid Requirements
- Attachment A – Cost Bid (Separate Sealed Envelope)
- Attachment B – Department Status
- Completed IRS W-9 Form
- Proposer Certification Statement
- Navajo Nation Business Certification -Priority 1/Priority 2 (If applicable)

**The above Firm DOES \_\_\_ DOES NOT \_\_\_ intend to respond to this Invitation for Bid.  
(Circle One)**

**I. GENERAL INFORMATION**

**A. Purpose**

The purpose of this Request for Proposals is to select an experienced and qualified investment firm to provide investment and endowment services for the Navajo Technical University (NTU), located in Crownpoint, New Mexico. The services will expand its capacity in serving students, strengthening academic quality, development and improvement of academic programs and institutional management.

The term of the contract shall be measured from the date of commencement, subject to adjustments of the Contract Period as described. The Contract Period is that number of required hours to reasonably and professionally complete the Scope of Work/Services, to the full satisfaction of the NTU. The term of the contract is at the sole discretion of the Board of Trustees of the University.

**B. Anticipated Schedule of Events**

The timetable for this RFP is presented below:

<u>Activity</u>	<u>Target Date</u>
Issue Request for Proposal	December 29, 2020
Proposals due by 5:00 P.M. MST	February 26, 2021
Selection/Recommendation	TBA
Approval and Award of Contract	TBA

**II. UNIVERSITY NARRATIVE AND BACKGROUND**

Navajo Technical University is a tribal technical university established in 1979 and chartered by the Navajo Nation. NTU is located in Crownpoint off of Highway 371 in Northwest New Mexico. The University prepares Navajos and other students with a quality technical and vocational education, associate degrees, or community education in a higher learning setting. With a current enrollment of 1,926 students at the main campus and at its satellite campus in Chinle, Arizona, the university is in a unique position to transition students directly into the workforce or into four year schools; it addresses the higher education needs of the Navajo Nation in an immediate and comprehensive manner. NTU is accredited by The Higher Learning Commission of the North Central Association of Universities and Schools and is a member of the American Indian Higher Education Consortium.

Navajo Technical University has a small amount of investment and Endowment Fund. The University is seeking proposals from firms with demonstrated investment and endowment experience to help it set a long-term investment and endowment strategy that will maximize use of current and future resources. The University is also interested in working with the selected

firm to develop and implement policies that will help it improve its management of available current and future funds.

### **III. SCOPE OF SERVICES**

The scope of services section is intended for a qualified and experienced investment firm to provide investment and endowment services for the Navajo Technical University (NTU), located in Crownpoint, New Mexico. The investment firm will answer to the President and/or Provost, Chief Financial Officer of the University and report to the NTU Chief Financial Officer.

The scope of services is as follows:

- A. Research prospective donors
- B. Create a strong fundraising message that appeals to potential donors
- C. Identify and contact potential donors
- D. Use online platforms, such as crowdsourcing, to raise donations
- E. Organize a campaign or event to solicit donations
- F. Maintain records of donor information
- G. Evaluate the success of previous fundraising events
- H. Train volunteers in fundraising procedures and practices
- I. Ensure that all legal reporting requirements are satisfied

To plan and oversee campaigns and events to raise money and other kinds of donations for the University. Ensure that campaigns are effective by researching potential donors ahead of time and examining records of those who have given in the past.

To provide guidance to the University making investment decisions. To assess the performance of stocks, bonds, and other types of investments, and to evaluate investment opportunities.

Investment related scope of services is as follows:

- Recommend individual investments and collections of investments
- Evaluate current and historical financial data
- Study economic and business trends
- Examine a company's financial statements to determine its value
- Meet with University President and CFO to gain better insight into the University's prospects
- Prepare written reports

### **IV. PROPOSAL REQUIREMENTS**

The proposals must be submitted in two parts: **(A) One (1) original and two (2) copies of the Investment & Endowment Fund Services and (B) one (1) original of the Cost (Fees) Proposal.** The Cost Proposal must be submitted in a **sealed envelope**, which specifies on its face the name of the Bidder and must clearly be marked **“RFP 2020-12 Cost Proposal for the Investment & Endowment Fund Services.”**

The Cost Proposal must be submitted in a **sealed envelope**, which specifies on its face the name of the Bidder and must clearly be marked **“RFP 2020-12 Cost Proposal for the Investment & Endowment Fund Services.”** Proposals received after the date and time specified shall be returned unopened. In order for your proposal to be considered, it must include the following:

**A. Bidder’s/Contractor’s Requirements**

1. A signed letter of interest, stating the Bidder’s interest and qualifications in providing the required services; a brief history of the Bidder; and a summary of experiences and accomplishments pertinent to the scope of services.
2. A proposed plan describing the plan to be used to accomplish the scope of work, including approach, coordination, design and investment strategy.
3. Development of plan, design and investment methodology including:
  - Design assessment, analysis & evaluation for functionality.
  - Development guidelines & priorities of comprehensive plan & design
4. The proposals should contain:
  - An overview of the firm’s capabilities in working with university investments and endowment funds,
  - A list of publically funded universities that have current agreements to provide investment and endowment services with the firm,
  - A list of any tribally controlled colleges and universities that the firm is providing services to,
  - The cost structure for services if the firm is selected to provide services to Navajo Technical University,
  - The results of financial and endowment services provided to past university clients,
  - The willingness, at the firm’s expense, to come to campus for a presentation as part of the selection process.
5. Client references (minimum of five which encompasses the areas for which the Bidder is proposing to provide services) - particularly similar educational institutions or organizations. List of references must include the name of the organization, address, telephone number, and name of individual to contact.
6. Bidder Background
  - a. Brief History
  - b. Number of Partner(s)/Specialties (if applicable)

c. Technical skills and educational experience

7. Bidder Qualifications

a. Identify qualifications of partner(s), associate(s) and key support personnel (if applicable) who will be providing services for which the University will be billed.

b. For each person identified, please state:

- 1) Education, degrees and technical/specialized training.
- 2) Membership in professional associations/organizations, certifications, licenses, etc.
- 3) A description of prior work experience in matters pertinent to the scope of services.

8. Other background or experience which may be helpful in evaluating your proposal. Background or experience in the areas of higher education policy and funding, educational teaching/instruction methods, design, and evaluation, involvement and knowledge of higher education related matters; in particular, advocacy for Native American Tribal Colleges will be of special interest in evaluating proposals.

**B. Cost (Fees) Proposal – Attachment A**

1. A separate cost proposal is required for that number of required hours to reasonably and professionally complete the Scope of Work/Services, to the full satisfaction of the Navajo Technical University - the contract period specified in Section VIII, Part C of this Request for Proposals.

2. Fees for services to be provided are to include hourly rates for Bidder's partner(s), associate(s), and key support personnel (if applicable). Fees for the Contract Period are to be firm. Pricing should be submitted separately, as stated above, for Contract Period of the proposed contract period.

3. Out-of-pocket expenses for Bidder personnel (e.g. travel, mileage, lodging and subsistence) will be reimbursed at the current CONUS rates used by the University for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented in the sealed dollar cost proposal in the format recommended in Attachment A.

4. By submitting a proposal, the Bidder certifies that it will accept reimbursement for travel, lodging and subsistence at the prevailing rates, as stated above, for employees of the University.

5. The University requires detailed monthly billing statements, if applicable, which shall include, but are not limited to the following items:

- a. Itemize the date of services.

- b. Identifies the partner(s), associate(s), and/or support personnel (if applicable) providing the services.
- c. Lists time spent for each service or activity by tenths of an hour.
- d. Provides a detailed description of the services performed, including a clear identification of the subject of the service, such as a topic, person, event, etc., or other clear identifying information.
- e. States the fees for those services.
- f. Itemizes all associated expenses related to the type of services performed.

**V. PREPARATION OF PROPOSAL**

- A. Bidders interested in submitting a proposal or have questions regarding the required services, the contents of proposal, the selection or any other requirements, these questions should be directed to the following individual:

**Cheryl Thompson, Director of Finance**

**Phone: (505) 387-7478**

**E-mail: [cthompson@navajotech.edu](mailto:cthompson@navajotech.edu)**

B. Bidder is expected to examine this REQUEST FOR PROPOSAL (RFP) carefully to understand the terms and conditions for providing the pertinent information, and respond completely. Each BIDDER shall submit proposals containing all information required by the RFP.

C. Failure to respond to all portions of this RFP may result in the BIDDER'S submittal being deemed non-responsive. Proposals must be signed by an officer or principal of the BIDDER; however, they may be signed by an agent if accompanied by written evidence of authority.

**D. (A) One (1) original and two (2) copies of the Investment & Endowment Fund Services and (B) one (1) original of the Cost (Fees) Proposal, including all attachment(s) will be accepted at address stated below or hand delivered at location specified in Section VIII, Part E by no later than 5:00 P.M., Tuesday, February 26, 2021. Proposals received after this time and date specified will not be considered.**

**Cheryl Thompson, Director of Finance**

**Attn: Business Office**

**Navajo Technical University**

**P.O. Box 849**

**Crownpoint, NM 87313**

E. No proposal shall be withdrawn for a period of thirty (30) days after the due date of the submission of proposal. A Bidder may notify or withdraw the proposal at any time prior to the proposal due date by written request, signed by the same person who signed the proposal.

F. Bidders are responsible for making certain proposals are delivered to the Business Office of NTU. Mailing of proposals does not ensure that the proposal will be delivered in time or delivered at all. If Bidder does not hand deliver proposal, *Navajo Technical University suggests that Bidder use some sort of delivery service that provides a receipt.*

G. Proposals will be accepted in person by United States mail, by private parcel or delivery service, or by private courier service. **Due to COVID-19 circumstances, electronically submitted proposals will be accepted by the closing date and time. Send proposals directly to: Finance@navajotech.edu. This is the only address to be utilized.**

H. Any proposal received after the date and hour specified will be rejected and returned unopened to the Bidder.

I. NTU reserves the right to postpone the date and time for opening proposals through an addendum.

J. Issuance of this RFP does not commit NTU, in any way, to pay any costs incurred in the preparation and submission of proposal. All costs related to the preparation and submission of proposal shall be paid by Bidder. The issuance of this RFP does not obligate NTU to enter into contract for any services or expenses.

K. All NTU procurement is subject to the Navajo Nation Code and Code of Federal Regulations (CFR) as amended. **Navajo Nation Business Opportunity Act (5 NNC§203 et. seq.) and Indian Preference (48 C.F.R. 1452.226-70) will be applied.** The Navajo Nation Business Opportunity Act provides qualified and certified Navajo owned businesses the opportunity to bid on Navajo Technical University contracts. A 5% bid preference will be given to any Navajo owned or Native American owned Firm. To receive this preference, Navajo owned or Native American owned Firms must be certified by the Navajo Nation Business Regulatory Department.

L. Proposals are to be signed by an individual authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. Failure to sign proposal will disqualify it.

M. NTU reserves the right to reject any or all proposals, reject any particular item on a proposal, and to waive immaterial formalities.

## VI. **OPENING OF PROPOSAL**

Proposals will not be publicly opened. Except for the "Cost Proposal for the Investment and Endowment Fund Services," this will be publicly opened, read aloud, and recorded

immediately after the date and time of submission of proposal. All proposals and evaluations will be kept strictly confidential throughout the evaluation, selection, and negotiation. Only members of the Evaluation Committee, NTU administrative officers, and its agents having a legitimate interest will be provided access to the proposals and evaluation results.

## **VII. GENERAL TERMS AND CONDITIONS**

### **A. Applicable Laws and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Navajo Nation. The Bidder shall comply with applicable federal, state, and local laws and regulations.

### **B. Ethics in Public Contracting**

By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, vendor or subcontractor in connection with their proposals, and that they have not conferred on any University employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Bidders specifically certify by submitting their proposal that they are not in violation of the applicable laws, for acts of bribery and/or conspiracy in restraint of free and open competition in its transactions with other entities or political subdivisions.

### **C. Debarment Status – Attachment B**

By submitting their proposals, all Bidders certify that they are not currently debarred from submitting bids or proposals on contracts by the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of federal government. **Debarment Status Form attached as Attachment B.**

### **D. Mandatory Use of Terms and Conditions**

Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the University reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

### **E. Clarification of Terms**

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact Cheryl Thompson, Director of Finance, whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the University and disseminated to all known Interested Parties.

### **F. Invoices**

All interim and final invoices for services provided, delivered and accepted shall be submitted by the Bidder for approval prior to payment to:

Dr. Elmer Guy, President  
Navajo Technical University  
P.O. Box 849  
Crownpoint, New Mexico 87313

G. Payment Terms

The University will make payment within 30 days of receipt of a proper invoice for interim and final billings, provided that the billing has been approved by the President of the University.

H. Assignment of Contract

A contract shall not be assignable by the Bidder in whole or in part without the written consent of the University.

I. Changes to the Contract

The University may order changes within the general scope of the contract at any time by written notice to the Bidder. Changes within the scope of the contract include, but are not limited to, things such as the place of delivery. The Bidder shall comply with the notice upon receipt. The Bidder shall be compensated for all reasonable additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by mutual agreement between the University and the Bidder in writing.

J. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due notice, may procure them from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the University may have.

K. Precedence of Terms

Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

## **VIII. SPECIAL TERMS AND CONDITIONS**

A. Qualifications of Bidders

The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the University all such information for this purpose as may be requested. The University further reserves the right to reject any proposal if the evidence submitted by, or

investigations of, such Bidder fails to satisfy the University that such Bidder is properly qualified to carry out the obligations of the contract.

**B. Cancellation of Contract**

- The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Bidder. Any contract cancellation notice shall not relieve the Bidder of the obligation to deliver and/or perform on all outstanding services prior to the effective date of cancellation. In the event of termination by mutual agreement, the Bidder may be compensated for hours worked at the specified contractual rate for which the University received consulting services within the scope of the contract.
- If, through any cause other than acts of nature, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the Bidder fails to fulfill in a timely and proper manner obligations under the contract, the University shall have the right to terminate the contract on written notice to the Bidder specifying the effective date of termination.
- The Bidder shall not be relieved of liability to the University for damage sustained by virtue of any breach of the contract by the Bidder. The University may withhold, or require to be withheld, any payment to the Bidder for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.

**C. Contract Period**

The term of the contract shall be measured from the date of commencement, subject to adjustments of the Contract Period as described. The Contract Period is that number of required hours to reasonably and professionally complete the Scope of Work/Services, to the full satisfaction of the NTU. The term of the contract is at the sole discretion of the Board of Trustees of the University for any additional review required by the University.

**D. Contract Limitations**

During the contract period, the Bidder agrees not to submit proposals on or perform any other consulting services outside the scope of this contract for the University without the prior written approval of the University.

**E. Identification of Proposal Envelope**

- The signed services proposal shall be submitted in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Bidder	Due Date	Time
_____		_____
Street, or Box Number	RFP Title	
_____		
City, State, Zip Code		

Name of Buyer: **Navajo Technical University**

- The envelope shall be addressed as directed on the cover page of this solicitation. Contained within the envelope will be all information necessary for the Investment and Fundraising Funds Services and a separate sealed envelope containing the Cost information, specifically labeled "Cost Proposal for Investment and Endowment Fund Services."
- Proposals may be hand delivered to the University Business Office located at the following address:

Navajo Technical University Business Office  
Dine Empowerment Center  
Lower Point Road, Highway 371 & Navajo Route 9  
Crownpoint, New Mexico 87313  
Telephone: (505) 786-4184/4100

No other correspondence or other proposals should be placed in the envelope.

F. Indemnification

The Bidder agrees to indemnify, defend and hold harmless the University, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Bidder or any services of any kind or nature furnished by the Bidder, provided that such liability is not attributable to the sole negligence of any University employee or the failure of University employees to use the materials, goods, or equipment in the manner described by the Bidder on the materials, goods, or equipment delivered.

G. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the University, who may refuse to grant its approval for any reason. In the event that the Bidder desires to subcontract some part of the work specified herein, the Bidder shall furnish the University the names, qualifications and experience of their proposed subcontractors. The Bidder shall remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

H. Proprietary Information

The University will not accept responses to Requests for Proposals in cases where the Bidder declares the entire response to the RFP to be proprietary information. The Bidder must designate in the smallest increments possible, that part of the proposal which is deemed to be proprietary.

I. Integrated Agreement

Any resulting contract represents the entire and integrated agreement between the Bidder and University and supersedes all prior negotiations, representation, or agreements,

whether written or oral. The contract may only be amended by written agreement of the Bidder and the University.

J. Worker's Compensation

The Bidder shall be required at all times during the term of this agreement to subscribe and comply with applicable Workers' Compensation laws and to hold harmless the University and its authorized agents from any and all liability from or under said act.

K. Insurance Requirements

The successful respondent shall be required to have professional liability insurance in full force and effect upon award of contract and provide proof of coverage and limitations. The Bidder shall provide required Certificate(s) of Insurance within ten (10) working days of contract award notification and maintain such insurance during the entire term of the contract.

L. Income/Social Security/Employment Taxes

- The Bidder shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full and exclusive liability for the payments of any and all Federal or applicable state income taxes, contributions or for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the Bidder on work performed under the terms of this agreement.
- The Bidder further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials. The Bidder shall indemnify and hold harmless the University and its authorized agents from any contributions, taxes, or liability referred to in this article.

M. Drug Free Workplace

Bidders contracting with Navajo Technical University further certify that they will comply with the Drug Free Workplace Act in carrying out any contract resulting from this proposal.

**IX. PROPOSAL EVALUATION AND CRITERIA**

- A. An Evaluation Committee consisting of officers and employees of NTU will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Bidders and the competitive range; recommend the selection of the Bidder, if any, that may be awarded the Contract, and in negotiations.
- B. All aspects of the evaluations of the proposals, any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation process.

- C. All proposals must conform to the specifications. Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for competitive range. NTU reserves the right to request of a Bidder to provide any missing information and to make corrections.
- D. Evaluations will be made in strict accordance with all of the evaluation criteria specified herein. Evaluation of proposals will be based upon the following criteria:
1. Responsiveness of the proposal in clearly stating and understanding the scope of services, and in meeting the proposal requirements of the RFP.
  2. Previous experience of the Bidder in general as well as that of its partner(s), associate(s) and key support personnel (if applicable).
  3. Qualifications of the Bidder to provide the University with consulting services for the required period of time, provide adequate staffing, and show a history of demonstrated competence.
  4. University's assessment of the Bidder's abilities to meet and satisfy the needs of the University; taking into consideration additional services or expertise offered that exceed the proposal requirements or the inability to meet some of the proposal requirements.
  5. Relevancy to the University and appropriateness of Bidder's affiliations, professional memberships, and background or experience in the areas of higher education policy and funding, educational research methods, research design, program development and evaluation, involvement and knowledge of higher education related matters; in particular, advocacy for Native American Tribal Colleges will be of special interest in evaluating proposals.
  6. Information obtained by the University from Bidder's references or other clients.
  7. Fees and expenses for services to be provided by the Bidder.
  8. Best interests of the University, only the University is in a position to determine their own best interests, and their decision shall be final.

#### **X. AVAILABILITY OF FUNDS**

This procurement is subject to the availability of funding. NTU's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of NTU for any payment shall arise until funds are made available to the Chief Financial Officer for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Chief Financial Officer. Any award of Contract hereunder will be conditioned upon said availability of funds.

#### **XI. AWARD OF PROPOSAL**

- A. Submission and award of a Contract will be selected to the Bidder whose proposal is found to be the most advantageous to NTU, taking into consideration the factors outlined in this Request for Proposals.
- B. Independent Contractor  
It is expressly understood and agreed that the Bidder, if selected, and all persons designated by it to provide services in connection with the subsequent award of a Contract, is and shall be deemed to be an independent Contractor, responsible for its respective acts or omissions, and that NTU shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that is has the authority to bind the other.

## **XII. RESERVATIONS AND RIGHTS**

- A. NTU reserves the right to:
  - 1. Reject any and all proposals received
  - 2. Issue a subsequent RFP
  - 3. Cancel the entire RFP
  - 4. Remedy technical errors in the RFP process
  - 5. Negotiate with any, all or none of the bidders to the RFP
  - 6. Accept the written proposals as an offer
  - 7. Waive informalities and irregularities
  - 8. Accept one or more proposals
- B. The RFP does not commit NTU to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in participation of a Contract.

**ATTACHMENT B - DEBARMENT**

**FOR A TERM CONTRACT FOR PROFESSIONAL CONSULTING OR  
CONTRACTUAL SERVICES FOR NAVAJO TECHNICAL UNIVERSITY**

*Certificate of Non-Suspension or Debarment*

**Navajo Technical University is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principles are suspended or debarred from participating in Federal, State of New Mexico, or Navajo Nation funded contracts. Covered transactions include procurement contracts for goods or professional services in any amount and all non-procurement transactions. This certification is required for all bidders on Navajo Technical University to be awarded and all non-procurement transactions.**

**The CONTRACTOR hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State of New Mexico, and Navajo Nation funded contracts.**

\_\_\_\_\_  
**(Company Name)**

\_\_\_\_\_  
**(Company Address)**

\_\_\_\_\_  
**(Signature Line, Authorized Representative)**

\_\_\_\_\_  
**(Printed Name), (Title)**

\_\_\_\_\_  
**(Date)**

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 20 \_\_\_\_\_.**

\_\_\_\_\_  
**Notary Public** My Commission Expires \_\_\_\_\_.

