

DINÉ COLLEGE
REQUEST FOR PROPOSAL (RFP)
GENERAL & SPECIAL LEGAL SERVICES
Issue Date: April 8, 2026

I. INTRODUCTION & AUTHORITY

Diné College invites qualified law firms and sole practitioners (“Proposers”) to submit proposals to provide general and special legal services to Diné College.

This RFP is issued pursuant to applicable Navajo Nation law and Diné College procurement authority. Final approval of any resulting contract rests solely with the Diné College Board of Regents.

Nothing in this RFP obligates Diné College to award a contract.

II. PRESERVATION OF SOVEREIGN IMMUNITY

Nothing in this RFP or any resulting contract shall be construed as a waiver of Diné College’s sovereign immunity or any other legal immunity available under Navajo Nation law or applicable law. This provision survives termination.

III. INSTITUTIONAL REPRESENTATION & AUTHORITY

Legal counsel retained pursuant to this RFP represents the institutional entity of Diné College.

1. The Diné College Board of Regents is the governing authority.
2. The Diné College President/CEO serves as the primary operational liaison.
3. Governance matters shall be directed through the Chair of the Board of Regents or designee.
4. Counsel does not represent individual Regents, employees, administrators, or agents absent written institutional authorization.
5. No attorney-client relationship exists until a written contract is executed.

IV. SCOPE OF SERVICES

Diné College anticipates legal services in the following areas:

Core Services:

- Board governance advisement
- Employment and labor relations
- Navajo Nation law and regulatory compliance
- Contract drafting and negotiation
- Policy development and review
- Procurement advisement

- General institutional counsel
- Advisement regarding institutional compliance reporting obligations and governance-related regulatory requirements

Specialty Services (As Needed):

- Litigation (state, federal, and Navajo Nation courts)
- Construction and capital project advisement
- Public finance and tax credit structures
- Government relations
- Land use, leasing, and conveyance
- Risk management consultation

Diné College reserves the right to assign matters based on expertise and institutional need.

V. MINIMUM QUALIFICATIONS

1. Principal Attorney licensed to practice on the Navajo Nation.
2. Licensed in Arizona or New Mexico.
3. Demonstrated experience advising public or tribal entities.
4. No unresolved conflicts of interest with Diné College.
5. Ability to comply with confidentiality and data security requirements.
6. Demonstrated knowledge of or familiarity with the accreditation environment of Tribal Colleges and Universities (TCUs), including institutional compliance reporting frameworks, federal regulatory obligations, and governance-related accreditation standards applicable to tribal higher education institutions.

VI. PROFESSIONAL LIABILITY INSURANCE

The selected firm must maintain professional liability insurance of not less than \$1,000,000 per occurrence and provide proof prior to contract execution and upon renewal. Failure to maintain coverage constitutes material breach.

VII. INDEMNIFICATION

The selected firm shall indemnify, defend, and hold harmless Diné College, its Board of Regents, officers, employees, and agents from claims, damages, losses, liabilities, or expenses arising from negligent acts, errors, omissions, breach of contract, or willful misconduct. This provision survives termination.

VIII. CONFLICT OF INTEREST

Proposers must disclose all actual or potential conflicts involving Diné College, the Navajo Nation, its political subdivisions, enterprises, or other higher education institutions.

Selected counsel must provide annual conflict certification and immediately disclose new conflicts. Failure to disclose constitutes grounds for termination.

IX. FEES & BILLING REQUIREMENTS

Proposals must include a detailed hourly rate schedule, alternative fee arrangements (if available), retainer structure (if proposed), and litigation cost framework.

All invoices must be itemized by matter, date, attorney, hours, and description of services. Litigation expenditures exceeding \$10,000 require prior written authorization unless emergency action is necessary.

Subcontracted services exceeding \$2,500 require prior approval.

Diné College reserves full audit rights.

X. DATA SECURITY & CONFIDENTIALITY

Counsel shall maintain commercially reasonable safeguards to protect Diné College information and notify Diné College within seventy-two (72) hours of any data breach.

All legal work product prepared for Diné College is the property of Diné College.

XI. PERFORMANCE & REPORTING

Selected counsel shall provide monthly activity summaries and respond to routine inquiries within two (2) business days. Annual evaluation will assess responsiveness, quality of advisement, fiscal responsibility, ethical compliance, and institutional alignment.

XII. TERM OF CONTRACT

Initial term shall be three (3) years beginning [Insert Date 2026] with up to two (2) one-year renewal options at the discretion of Diné College.

XIII. TERMINATION

Diné College may terminate for convenience with sixty (60) days written notice or immediately for material breach, ethical violation, failure to maintain insurance, or undisclosed conflict.

XIV. ASSIGNMENT

The contract may not be assigned without prior written consent of Diné College.

XV. PROFESSIONAL STANDARDS

Counsel shall comply with applicable rules of professional conduct of the Navajo Nation Bar and any state bar in which licensed.

XVI. EVALUATION CRITERIA

- Professional Qualifications & Experience – 45%
- Fees & Cost Structure – 30%
- Tribal, Institutional, and Accreditation Environment Familiarity – 10%
- Reporting & Responsiveness – 10%
- Navajo Nation Business Preference – 5%
- Diné College reserves the right to conduct interviews, request clarification, reject proposals, or cancel this RFP.

XVII. REQUIRED SUBMISSIONS

- Cover Letter signed by Principal Attorney
- Firm Overview
- Attorney Resume
- Scope of Services Offered
- Conflict Disclosure
- Fee Schedule
- Proof of Insurance
- Signed Confidentiality Agreement
- Signed Certification of Non-Discrimination