

REQUEST FOR PROPOSALS

LAND DEVELOPER CONSULTANT SERVICES RE-BID RFP No. 24-07-3409GC

Release Date:

RFP Response Deadline:
August 19, 2024

Submit to:

Navajo Nation Department of Health
(NNDOH)
Lonette Lee, Program Evaluation Mgr
Administration Building #2
P.O. Box 3390
Window Rock, Arizona 86515
P: 928-871-6350
F: 928-871-6255

I. OVERVIEW AND HISTORY OF THE NAVAJO NATION EXECUTIVE BRANCH DEPARTMENT OF HEALTH

The Navajo Nation includes 27,425 square-miles of land that extends into New Mexico, Arizona, and Utah, and borders Colorado, which makes Navajo Nation the largest geographic land base American Indian reservation in the United States.

According to data from the 2010 U.S. Census, the Navajo population exceeds 332,00, 47 percent of which live on the reservation with the remaining living elsewhere.

Currently, the Navajo Nation operates under a three-branch government consisting of the Executive Branch, Legislative, and Judicial Branch.

PURPOSE OF REQUEST

The Navajo Nation Division of Health with the Division of Natural Resources desires to obtain a plan for the development of a mixed-use community, composed of a housing subdivision or housing subdivisions and retail sales mall adjacent to a proposed new Gallup Indian Medical Center facility and campus site all situated on fee land owned by the Navajo Nation near the unincorporated village of Gamerco, New Mexico.

EXPECTED OUTCOMES

- II. The proposal shall identify the specific steps required to develop 571.22 acres, more or less, of fee land owned by the Navajo Nation situated in the vicinity of the unincorporated village of Gamerco, McKinley County, State of New Mexico, and provide a plan for development of a housing subdivision or housing subdivisions, and a commercial or retail sales mall or malls adjacent to an 84.122 acre, more or less, parcel that will be dedicated to the construction and operation of a new Gallup Indian Medical Center on the premises. The plan should also provide three (3) recommendations for development of the land, with development plats showing the proposed fully developed community. The plan should also consider the requirements for the above-described fully developed community, including title encumbrances on the property and the requirements for development set forth in the McKinley County Subdivision Regulations and also applicable New Mexico State Statutes. The plan should set forth the requirements and steps necessary for construction of the aforementioned improvements and sales or leasing of lots for housing

and leasing of retail shops to be located in a retail mall or malls to be constructed on the property. The proposal should state the time needed to complete the above-described tasks. The survey plat of the real property is available upon request.

The Navajo Nation intends to enter into a professional services contract with one (1) responsible, qualified, and independent Consultant to complete all work as described in the Scope of Work.

A. SERVICE AREA SPECIFICATIONS

The Land Developer consultant selected must be able to provide services and meet requirements including, but not limited to the following:

Please ensure that each of the sections below are addressed with your general vision, outlining past experiences and expertise. We encourage you to be as creative as possible.

The Land Developer will provide strategic oversight and ensure the successful realization of the hospital project. Our detailed responsibilities include:

1. **Project Vision and Scope Definition:** Working closely with the Navajo Nation leadership to define the project's vision, scope, and key objectives.
2. **Feasibility Studies & Site Selection:** Conducting thorough feasibility studies to evaluate the development challenges of the site, considering factors such as accessibility, environmental impact, and community needs.
3. **Funding and Financing:** Developing a financial plan to ensure project sustainability.
4. **Regulatory Compliance:** Navigating the regulatory landscape to secure all necessary permits and ensure compliance with health, safety, and building codes.
5. **Stakeholder Engagement:** Facilitating ongoing communication with the Navajo Nation, healthcare providers, and community members to ensure their needs and concerns are addressed throughout the project.

Site Selection

The Land Developer is responsible for identifying and evaluating potential locations for businesses based on a variety of factors. This involves thorough research, analysis, and a strategic approach to ensure the chosen site meets objectives and operational needs. Below are the key responsibilities and requirements of the Site Selection division under the Land Developer.

Key Responsibilities of Site Selector:

1. Determine and deliver critical factors such as budget, size, zoning, location preferences, desired amenities, topography, local utilities, telecom, and land use options.

2. Market Research and Analysis

- Conduct comprehensive market research to identify potential locations.
- Analyze economic trends, demographic data, real estate market conditions, and labor market.
- Evaluate the competitive landscape and potential market opportunities.

3. Site Evaluation:

- Assess potential sites based on criteria such as accessibility, visibility, infrastructure, zoning regulations, use, and proximity to suppliers, customers, and competitors.
- Perform SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis for each site.
- Assess sites for multiple use purposes including residential, multi-family, behavioral health, retail, commercial and industrial.

4. Financial Analysis:

- Conduct cost-benefit analysis, including rent/lease costs, property taxes, utility costs, and potential incentives from state and local municipalities.
- Prepare detailed financial projections and evaluate the financial viability of each site.

5. Regulatory and Compliance Review:

- Ensure potential sites comply with local zoning laws, environmental regulations, and building codes.
- Identify any potential legal or regulatory hurdles and provide solutions.

6. Risk Assessment:

- Identify and assess potential risks associated with each site, including environmental risks, natural disaster risks, and market risks.
- Develop risk mitigation strategies.

7. Negotiation and Acquisition:

- If required, negotiate lease or purchase terms on behalf of the NNDH.
- Assist in securing favorable terms and conditions, including lease agreements, purchase contracts, and incentives.

8. Coordination with Stakeholders:

- Liaise with real estate agents, property owners, local government officials, and other stakeholders.

- Coordinate site visits and meetings as needed.

9. Recommendation and Reporting:

- Provide NNDH with comprehensive reports and recommendations based on the analysis.
- Present findings in a clear and actionable manner to facilitate informed decision-making.

10. Post-Selection Support:

- Assist with the transition and setup at the new site, including facilitating connections with local service providers and contractors.
- Provide ongoing support to address any issues that arise after site selection.

Required Skills and Expertise – Make sure to address each section:

1. Industry Knowledge:

- Deep understanding of the commercial real estate market, including trends, pricing, and availability.

2. Analytical Skills:

- Strong analytical abilities to evaluate and interpret complex data.
- Proficiency in using analytical tools and software for market research and financial analysis.

3. Negotiation Skills:

- Effective negotiation skills to secure favorable terms for clients.
- Ability to manage and resolve conflicts during negotiations.

4. Communication Skills:

- Excellent written and verbal communication skills to interact with clients and stakeholders.
- Ability to present findings and recommendations clearly and persuasively.

5. Project Management:

- Strong project management skills to handle multiple site selection projects simultaneously.
- Attention to detail and organizational skills to ensure thorough evaluation and timely decision-making.

6. Legal and Regulatory Knowledge:

- Understanding of zoning laws, environmental regulations, and real estate legal matters.
- Ability to navigate and address regulatory compliance issues.

7. Technology Proficiency:

- Familiarity with Geographic Information Systems (GIS) and other mapping tools.
- Proficiency in using real estate databases and market analysis software.

Summary of Feasibility Studies for Hospital Development

Land Developer will undertake comprehensive feasibility studies to ensure the successful development of the hospital on a suitable site. The process involves several critical steps:

Site Selection (continued)

1. **Criteria Definition:** Establish criteria for the ideal site, considering factors such as accessibility, proximity to the community, environmental impact, and availability of utilities.
2. **Market Analysis:** Conduct a market analysis to identify potential sites that meet the established criteria.
3. **Site Visits and Assessment:** Perform site visits to assess the physical characteristics and overall suitability of each potential location.

Engineering Assessments:

1. **Structural Engineering:** Evaluate the site's structural integrity to support the hospital's infrastructure, considering factors like load-bearing capacity and foundation requirements.
2. **Mechanical Systems:** Assess the feasibility of installing HVAC systems, medical gas systems, and other mechanical infrastructure essential for hospital operations.

Utility Assessments:

1. **Plumbing:** Ensure the site can accommodate necessary plumbing systems, including water supply, waste management, and stormwater drainage.
2. **Electrical:** Evaluate the capacity for electrical infrastructure, ensuring reliable power supply for medical equipment, lighting, and other critical systems.
3. **Cable and Communications:** Assess the feasibility of installing telecommunications and data infrastructure to support modern hospital operations, including telemedicine capabilities.

Soil Sampling and Topography:

1. **Soil Sampling:** Conduct soil tests to determine the composition, stability, and suitability of the land for construction. This includes testing for contaminants and bearing capacity.
2. **Topographical Survey:** Perform a topographical survey to understand the land's contours, elevation changes, and potential challenges for construction.

Pre-Construction Analysis:

1. **Estimated Build Cost:** Develop a preliminary budget based on the site's characteristics and the hospital's design requirements. This includes cost estimates for site preparation, construction, utilities, and infrastructure.
2. **Design Elevations:** Create design elevation drawings to visualize the hospital's appearance and ensure it aligns with both functional needs and aesthetic goals.

Site Planning:

1. **Master Site Plan:** Develop a comprehensive site plan that includes building placement, access roads, parking facilities, landscaping, and future expansion possibilities.
 2. **Regulatory Compliance:** Ensure the site plan complies with local zoning laws, building codes, and environmental regulations.
- By performing these feasibility studies, we will ensure that the chosen site is suitable for hospital development along with residential for employees. This rigorous process minimizes risks and ensures that the project is both viable and sustainable, providing a solid foundation for delivering high-quality healthcare to the community.

Continued Developer Responsibilities:

Identifying, Sourcing, and Securing Vendors for Equipping the Hospital

As a hospital real estate developer, our goal is to ensure that the new hospital is equipped with the latest medical equipment, technology, and human capital required to provide immediate and exceptional patient care upon opening. Our approach is comprehensive, involving meticulous planning, strategic sourcing, and rigorous vetting to secure the best vendors and professionals in the healthcare industry.

Identifying Vendors:

1. **Needs Assessment:** Conduct a detailed needs assessment in collaboration with medical and administrative leadership to determine the specific equipment, technology, and staffing requirements.
2. **Market Research:** Perform extensive market research to identify potential vendors for medical equipment, technology solutions, and healthcare staffing. This involves analyzing industry reports, attending healthcare trade shows, and reviewing vendor directories.
3. **Vendor Database:** Develop a database of reputable vendors with a proven track record in supplying medical equipment, healthcare technology, and staffing solutions. This database will include vendor profiles, product/service offerings, and performance reviews.

Sourcing Vendors

1. **Request for Proposals (RFPs):** Issue detailed RFPs to shortlisted vendors outlining the hospital's requirements for equipment, technology, and staffing. The RFPs will include specifications, quantities, timelines, and budget constraints.
2. **Vendor Evaluation:** Evaluate vendor proposals based on criteria such as product quality, compliance with medical standards, technological innovation, cost-effectiveness, and after-sales support. This includes reviewing vendor certifications, warranties, and service agreements.
3. **Site Visits and Demonstrations:** Arrange site visits and product demonstrations to assess the suitability and performance of the equipment and technology in a real-world setting. This helps in verifying vendor claims and ensuring the products meet our standards.

Securing Vendors:

1. **Negotiations:** Engage in detailed negotiations with selected vendors to finalize terms and conditions. This includes pricing, delivery schedules, installation services, training for hospital staff, and maintenance contracts.
2. **Contract Management:** Draft and manage contracts to ensure they cover all aspects of the procurement, including specifications, delivery timelines, installation, training, maintenance, and penalties for non-compliance.
3. **Integration and Compliance:** Work closely with vendors to ensure seamless integration of the equipment and technology into the hospital's infrastructure. This involves compliance with regulatory standards and coordination with the hospital's IT and facilities management teams.

Securing Human Capital/Medical Staff:

1. **Recruitment Strategy:** Develop a comprehensive recruitment strategy in partnership with specialized healthcare staffing agencies. This includes defining job roles, qualifications, and experience required for physicians, nurses, providers, and administrative staff.
2. **Talent Sourcing:** Source talent through various channels, including job boards, professional networks, medical schools, and industry conferences. Utilize the services of healthcare staffing agencies to identify and recruit top-tier professionals.
3. **Screening and Vetting:** Implement a rigorous screening and vetting process to ensure candidates meet the hospital's standards for competence, experience, and cultural fit. This includes background checks, credential verification, and interviews with senior medical staff.

4. **Onboarding and Training:** Develop a structured onboarding program to acclimate new hires to the hospital's environment, policies, and procedures. Provide comprehensive training on new equipment and technology to ensure staff are fully prepared to deliver high-quality care from day one.

5. **Retention Strategies:** Implement retention strategies to maintain a stable and satisfied workforce. This includes competitive compensation packages, professional development opportunities, and a positive work environment.

Ensuring Immediate Patient Care:

1. **Readiness Assessment:** Conduct a final readiness assessment to ensure all equipment is installed, tested, and fully operational, and that all staff are adequately trained and prepared to begin patient care.

2. **Operational Testing:** Perform operational testing of all systems and processes to identify and resolve any issues before the hospital opens to the public.

3. **Continuous Support:** Provide continuous support and collaboration with vendors and staff during the initial phase of operations to address any unforeseen challenges and ensure smooth functionality.

4. **Feedback Mechanism:** Establish a feedback mechanism to gather input from staff and patients on the functionality of equipment and the effectiveness of services, facilitating continuous improvement.

By following these steps, we will ensure that the hospital is fully equipped and staffed to provide immediate and exceptional patient care from the moment it opens its doors.

General Contractor Responsibilities:

The General Contractor (GC) will be responsible for the actual construction of the hospital and ancillary buildings such as employee housing, ensuring it is built to specification, on schedule, and within budget. The scope of work encompasses all phases of construction, from site preparation to final commissioning. Specific responsibilities include:

1. **Construction Planning and Scheduling:** Creating a detailed construction schedule, including milestones and deadlines to ensure timely project completion.

2. **Procurement and Resource Management:** Sourcing high-quality materials and managing the workforce, including hiring subcontractors and ensuring they adhere to project standards.

3. **Quality Control:** Implementing rigorous quality control processes to ensure all construction work meets or exceeds the required standards.

4. **Safety Management:** Enforcing strict safety protocols to protect workers and site visitors, and to ensure compliance with OSHA regulations.

5. **Progress Reporting:** Providing regular updates on construction progress to the Development Team and stakeholders, including detailed reports on milestones

achieved and any issues encountered.

Scope of Work for General Contractor - Project Overview:

1. Pre-Construction Phase

- Site Evaluation and Preparation: Conduct a thorough evaluation of the construction site, including soil testing, environmental assessments, and site surveys. Prepare the site by clearing vegetation, demolishing existing structures if necessary, and grading the land.
- Permitting and Approvals: Obtain all necessary permits and approvals from local, state, and federal authorities. Ensure compliance with zoning laws, building codes, and environmental regulations.
- ****Project Planning****: Develop a detailed construction plan, including timelines, milestones, and resource allocation. Coordinate with the Development Team to finalize the project schedule and budget.

2. Construction Phase

- Foundation and Structural Work: Excavate the site and lay the foundation according to engineering specifications. Erect the structural framework, including steel or concrete beams, columns, and floors.
- Building Envelope: Construct the building envelope, including exterior walls, roofing, windows, and doors. Ensure the structure is weatherproof and energy efficient.
- Mechanical, Electrical, and Plumbing (MEP): Install all mechanical, electrical, and plumbing systems. This includes HVAC systems, electrical wiring, lighting, water supply, drainage, and medical gas systems.
- Interior Construction: Complete interior construction, including framing, drywall, insulation, flooring, and ceilings. Install interior doors, windows, and finishings.
- Specialized Areas: Construct specialized areas such as operating rooms, intensive care units, laboratories, radiology suites, and other critical medical spaces. Ensure these areas meet specific medical standards and regulations.
- Onsite Housing and Retail: Build onsite housing for hospital staff, including apartments or dormitories. Construct retail spaces for employees and patients, such as cafeterias, shops, and convenience stores.

3. Finishing and Fit-Out

- Medical Equipment Installation: Coordinate with vendors to install and test all medical equipment and technology. Ensure proper integration with the hospital's infrastructure.
- Interior Finishing: Apply final finishes, including painting, tiling, carpeting, and installation of fixtures and fittings. Ensure all areas meet the design specifications and aesthetic requirements.
- Landscaping and Exterior Work: Complete landscaping around the hospital, including planting, irrigation systems, walkways, parking lots, and outdoor lighting.

4. Quality Control and Assurance

- Inspections and Testing: Conduct regular inspections and tests throughout the construction process to ensure compliance with design specifications, building codes, and quality standards. Address any deficiencies promptly.
- Safety Management: Implement and enforce a comprehensive safety management plan to protect workers, visitors, and the public. Ensure compliance with OSHA regulations and other safety standards.
- Documentation and Reporting: Maintain detailed records of construction activities, inspections, and test results. Provide regular progress reports to the Development Team and stakeholders.

5. Commissioning and Handover

- System Commissioning: Perform commissioning of all building systems, including MEP, fire protection, security, and IT systems. Ensure all systems are fully operational and meet performance criteria.
- Staff Training: Provide training for hospital staff on the operation and maintenance of building systems and equipment. Ensure staff are familiar with safety procedures and emergency protocols.
- Final Inspection and Handover: Conduct a final inspection with the Development Team and relevant authorities. Address any remaining issues or punch list items. Prepare and hand over all documentation, including as-built drawings, warranties, and operation manuals.

6. Post-Construction Support

- Warranty and Maintenance: Offer warranty services and scheduled maintenance for a defined period post-construction. Provide support for resolving any construction-related issues that arise after occupancy.
- Feedback and Improvement: Establish a feedback mechanism to collect input from hospital staff and stakeholders. Use feedback to make any necessary adjustments and improve future construction projects.

Deliverables

- Detailed construction schedule and project plan
- Permits and regulatory approvals
- Regular progress reports
- Inspection and test reports
- As-built drawings and documentation
- Training manuals and operation guides
- Final completion report and handover documentation

Timeline

The estimated timeline for the project is [TBD], from site preparation to final commissioning and handover. Detailed milestones and deadlines will be provided in the construction schedule.

NNOSHA

General Contractor shall conduct all activities and services in accordance with NNOSHA standards and other applicable building and safety codes to ensure the health and safety of all building occupants.

This comprehensive scope of work outlines the responsibilities and expectations for the General Contractor in building a new hospital for the Navajo Nation. The successful execution of this project will result in a state-of-the-art healthcare facility that meets the highest standards of medical care and service to the community.

Construction Management Team Responsibilities:

The Construction Management Team will oversee and coordinate the construction process, ensuring that the General Contractor and all subcontractors work in unison to achieve project goals. Key responsibilities include:

1. **Project Oversight and Coordination:** Monitoring daily construction activities, ensuring they align with the project plan, and facilitating communication between the Development Team and the General Contractor.
2. **Risk Management:** Identifying potential risks and implementing mitigation strategies to minimize delays and cost overruns.
3. **Budget Management:** Tracking expenditures and ensuring the project remains within the allocated budget.
4. **Time Management:** Ensuring adherence to the construction timeline and promptly addressing any delays.
5. **Quality Assurance:** Conducting regular inspections and audits to ensure construction quality and compliance with design specifications.

Project Management Team Responsibilities:

The Project Management Team (PMT) will be responsible for the overall coordination and management of the project from inception to completion. Their detailed responsibilities include:

1. **Project Planning:** Developing comprehensive project plans that outline all phases, tasks, timelines, and resource allocations.
2. **Communication Management:** Facilitating effective communication among all project stakeholders, including the Development Team, General Contractor, and Construction Management Team.
3. **Performance Monitoring:** Using key performance indicators (KPIs) to track project progress and ensure alignment with project goals.
4. **Issue Resolution:** Addressing and resolving any issues or conflicts that arise

during the project, ensuring minimal disruption to the construction process.

5. **Documentation:** Maintaining detailed project documentation, including meeting minutes, progress reports, and compliance records, to ensure transparency and accountability.

Architect and Engineering Team Responsibilities:

The Architect and Engineering (A&E) Team will be tasked with designing a hospital that meets the functional, aesthetic, and operational needs of the Navajo Nation. Their responsibilities include:

1. **Design Development:** Creating detailed architectural designs that incorporate all required service lines, onsite housing, retail spaces, and behavioral health facilities.
2. **Engineering Plans:** Developing comprehensive engineering plans for structural, mechanical, electrical, and plumbing systems, ensuring they meet all regulatory and safety standards.
3. **Sustainability Integration:** Incorporating sustainable design principles to enhance energy efficiency and reduce the hospital's environmental footprint.
4. **Compliance Assurance:** Ensuring all designs and plans comply with local, state, and federal building codes and healthcare regulations.
5. **Design Reviews and Approvals:** Conducting regular design reviews with the Development Team and obtaining necessary approvals from stakeholders and regulatory bodies.

Hospital Service Lines and Departments:

The new hospital should provide a full spectrum of healthcare services, ensuring comprehensive care for the Navajo Nation and surrounding areas. Key service lines and departments include:

1. **Emergency Department (ED):** Equipped with state-of-the-art technology for rapid diagnosis and treatment of acute illnesses and injuries.
2. **Inpatient and Outpatient Services:** Including medical, surgical, and intensive care units, as well as outpatient clinics for various specialties.
3. **Maternity and Neonatal Care:** Comprehensive care for mothers and newborns, including labor and delivery, postpartum care, and neonatal intensive care.
4. **Pediatrics:** Specialized care for infants, children, and adolescents, including well-child visits, immunizations, and treatment for acute and chronic conditions.
5. **Behavioral Health Services:** A continuum of care model that includes crisis response, detox and recovery services, a MAT clinic, transitional housing, and sleep study/treatment facilities.
6. **Radiology and Imaging:** Advanced imaging services, including MRI, CT scans, X-rays, and ultrasound, utilizing the latest technology for accurate diagnosis.
7. **Laboratory Services:** Comprehensive laboratory testing capabilities to support diagnosis and treatment.
8. **Pharmacy Services:** Onsite pharmacy providing medications and consultation

services.

9. **Oncology:** Comprehensive cancer care, including chemotherapy, radiation therapy, and supportive services.

10. **Rehabilitation Services:** Physical, occupational, and speech therapy services to support recovery and improve quality of life.

11. **Primary Care:** General medical care for all ages, focusing on prevention, wellness, and management of chronic conditions.

Technology Integration:

The hospital will leverage the latest technology to enhance patient care and operational efficiency:

1. **Electronic Health Records (EHR):** A robust EHR system to ensure seamless information flow and improve patient care coordination.

2. **Telemedicine:** Expanding access to specialist consultations and follow-up care through telehealth services.

3. **Medical Equipment:** Cutting-edge medical equipment across all departments to support advanced diagnostics and treatments.

4. **Patient Monitoring Systems:** Real-time monitoring systems for critical care, enhancing patient safety and outcomes.

5. **Hospital Information Systems (HIS):** Comprehensive HIS to streamline administrative processes, from patient registration to billing and reporting.

6. **Security Systems:** Advanced security measures to protect patient data and ensure a safe environment for patients and staff.

B. SPECIAL EXPERTISE

Consultants responding are encouraged to include any specific levels of expertise in the submitted proposal.

C. THE CONSULTANT SHALL PROVIDE CONSULTING SERVICES TO THE NAVAJO NATION DEPARTMENT OF HEALTH IN RELATION TO THE SERVICES PROVIDED HEREIN:

The assistance to be provided under this contract consists of the following:

1. Consultant will post videos on web and social platforms. This visible support of peer community activities connects Navajo Nation with their own positive self-image.
2. Consultant will publish featured articles about Navajo Nation on the web and social platforms. Visible support of peer group interests connects the event & organization with positive high impact motivators.

3. Promote positive consumer peer group conversations on active social channels:
 - Locally
 - Regionally
 - Nationally
 - Globally
4. Consultant will run campaigns on Google, Facebook, Instagram, and other social platforms with a minimum combined social follower count of 1 million. This enables building awareness and drive commerce year-round.
5. Marketing Strategies to include (but not limited to):
 - Location and event-based targeting.
 - Hyper-targeting by interest and demographics: Target based on information such as interests, occupation, age, and gender.
 - Create value to the Navajo Nation's online presence and drive commerce to the Nation and all its entities to generate revenues
 - Identify key influencers in targeted markets

III. INSTRUCTIONS TO PROSPECTIVE CANDIDATES

A. ENTITIES COVERED BY THIS RFP

The Navajo Department of Health will make the selection of a land developer consultant and the subsequent working relationship will be with the Navajo Nation Department of Health and Navajo Nation Division of Natural Resources.

B. QUESTIONS ABOUT THIS RFP

Questions regarding the RFP can be directed to Navajo Nation Department of Health in writing to lmlee@navajo-nsn.gov

C. PROPOSAL SUBMISSION AND DEADLINE

1. Instruction to offerors is to visibly mark on the outside of the proposal package, if applicable, the offeror's priority status under the Navajo Nation Business Opportunity Act. It is the responsibility of the offeror to identify themselves as certified under the Navajo Nation Business Opportunity Act. **The selection of the consultant will be made in accordance with the NBOA. Any questions on the NBOA please call the BRD Office at 928-871-6714.**

2. Processing of Payments

The payment procedures established by the Division of Finance – OOC shall be adhered to and are to begin whenever Services are delivered and accepted.

Also, please note each RFP requires the submittal of a W-9 (March 2024) version and the Navajo Nation Suspension & Debarment form. Potential bidders must provide completed forms in their bid package (attached).

D. PROPOSALS MUST BE SUBMITTED TO

Lonette Lee, Program Evaluation Manager
P.O. Box 3390 - Administration Bldg. #2
Window Rock, Arizona 86515

If sending via email, please submit an electronic copy of your proposal to lmlee@navajo-nsn.gov Lonette Lee, Program Evaluation Manager by 5:00 p.m. on August 19, 2024. The official copy must contain the complete proposal and related materials as noted above.

E. PROPOSALS PREPARATION COSTS

Navajo Nation Department of Health or Navajo Nation Division of Natural Resource is not liable for any costs incurred by the Land Developer consultant in preparing or submitting proposals or in satisfying any demonstration requirements of this document.

F. ADDENDUM TO THE REQUEST FOR PROPOSAL

In the event it becomes necessary to review any part of this document, an addendum will be provided to all consultants who have indicated an intention to respond.

G. REPORTING RELATIONSHIP

The selected Land Developer consultant will be contracted by and report to the Navajo Department of Health and Navajo Division of Natural Resources.

H. EXCEPTION TO TERMS AND CONDITIONS

If it is not possible to meet one or more of the terms or conditions in this document, you must indicate this in writing for each of the specifications you are not able to meet. Each exception must indicate the reason why the specific terms or conditions cannot be met. The Navajo Department of Health and the Navajo Division of Natural Resources, in its own interest,

reserves the right to waive or decline to waive any terms or conditions articulated in this document.

I. PROPOSAL RESPONSE REQUIREMENTS AND FORMAT

All responses to this request for proposals must describe the scope of services and clearly identifying the information requested in this document. Consultant must provide a detailed written response addressing each item in this document in the order in which it appears.

Provide three (3) copies of proposal.

J. REQUIRED INFORMATION FROM SUBMITTING LAND DEVELOPER CONSULTANT

1. STAFF AND EXPERTISE

Each respondent needs to clearly identify the professional staff who will be assigned to address Navajo Nation Department of Health Land Developer Consultant needs. Please indicate:

- i. Lead Land Developer Consultant: name, educational background, and relevant experience with specific emphasis on providing services similar in scope and size to those outlined in this document.
- ii. All other professionals assigned to Navajo Department of Health: Name, educational background, and relevant experience with specific emphasis on providing services similar to scope and size to those outlined in this document.

2. PROFESSIONAL PRICE ARRANGEMENTS

Each respondent is requested to provide (1) an explanation of the billing process, and (2) estimate of what monthly consulting services would cost, including any travel or "out of pocket" expenses.

3. LAND DEVELOPER CONSULTANT AVAILABILITY AND ACCESS

Explain the lead land developer consultant availability and access to the Navajo Nation Department of Health. The selected land developer consultant must provide advance notification to the Navajo Department of Health of times when the land developer consultant will be unavailable and the names of the land developer consultant who will handle Navajo Nation Department of Health matters in his or her absence.

Please note that Navajo Nation Department of Health issues often require prompt attention and demand quick response via telephone or e-mail. It is our expectation that your response time to phone calls and e-mails be minimal.

K. CONFIDENTIALITY

This document contains proprietary and confidential information of the Navajo Nation Department of Health. Each recipient of this document is expected to use the information furnished herein solely for the purpose of submitting a proposal and shall not distribute this document or disclose the information contained herein to third parties. Likewise, the Navajo Nation Department of Health will consider any proposal submitted to be confidential and not to be disclosed to outside the organization.

L. EVALUATION AND SELECTION

Evaluation of each proposal will be based on the Navajo Nation Department of Health's assessment of the respondent's ability to provide the land developer consulting services as specified in this document based on Navajo Nation laws and policies of procurement.

1. A final selection will be made by the Navajo Nation Department of Health no later than August 21, 2024 with the selected respondent commencing service delivery no later than August 26, 2024.
2. The Navajo Nation Department of Health reserves the right to reject any and all proposals, wholly or in part, waive any irregularities in the proposal process, and make selections which, in the opinion of the Navajo Nation, are in its best interest. Also, the Navajo Nation does not herein limit the methods or factors to be used for evaluation.
3. All proposals must be valid for at least 4 months after the proposal due date. The selected vendor's proposals may become part of the final agreement.
4. The Navajo Nation Department of Health reserves the right to enter into private negotiations with the selected respondent even if those negotiations may result in changes to the land developer's consultant's proposal.

IV.

A. Insurance.

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 DNR, Deputy Division Director, 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 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:

<u>Workers Compensation</u>	<u>Statutory Coverage</u>
Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000	
Commercial General Liability coverage, ISO CG 0001 Form or equivalent limits of:	
Bodily Injury/Property Damage: Occurrence	\$1,000,000 Each \$2,000,000 Aggregate
Products/Completed Operations: Occurrence	\$1,000,000 Each \$2,000,000 Aggregate
Products/Completed Operations: Occurrence	\$1,000,000 Each \$2,000,000 Aggregate
Pollution Legal Liability	\$1,000,000 Each Occurrence
Business Automobile Liability	
Combined Single Limit: Occurrence	\$1,000,000 Each
Business Automobile Liability Insurance shall include coverage for use of all owned, non-owned, and hired automobiles and vehicles:	
Independent Contractors:	Included
Contractual Liability:	Included
Errors and Omissions:	\$1,000,000 Aggregate
Professional Liability:	\$1,000,000 Each Occurrence, \$2,000,000 aggregate

The Navajo Nation shall be named as additional insured for general and auto liability coverage.

All coverage should include a waiver of subordination. All coverages should be primary and the Navajo Nation's coverage non-contributory.

The selected Consultant or "offeror" shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the DNR, such limits shall be certified and shall apply to the coverage afforded the DNR under the terms and conditions of the contract as though required and set forth in the contract. The Consultant shall furnish to the DNR copies of any endorsement that is subsequently issued amending coverage of limits.

- B. **Approval of Insurance:** Even though a "Notice to Proceed" may have been given by the DNR, the Consultant shall not begin work under a contract issued from this RFP, or solicitation until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the Navajo Nation Department of Insurance Services and DNR. Neither approval, nor failure to approve, certificates, policies, or insurance by the DNR shall relieve the Consultant of full responsibility to maintain the required insurance in full force and effect.
- C. **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 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.
- D. **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.*).
- E. **Termination.** This RFP may be canceled at any time and any and all statements may be rejected in whole or in part, when the DNR Deputy Division Director determines such action to be in the best interests of the DNR.

- F. **Sufficient Appropriation.** Any contract awarded as a result of this RFP may be terminated if insufficient appropriations or authorizations do not exist. Sending written notice to the consultant will affect such termination. The DNR's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the DNR and shall be final and binding upon the consultant. If the determination is made that there is insufficient funding to continue or finalize a project, the consultant will be compensated to the level of effort performed, as authorized by the DNR Deputy Division Director prior to that determination.
- G. **Notice.** The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities, and kickbacks.
- H. **Ownership of Documents.** The drawings, plats, specifications, CAD files, and other project documents are the property of DNR and will not be returned to Respondent. The contract has certain requirements as to the rights and responsibilities of the DNR and Consultant. Record drawings and documents are to be delivered to DNR.
- I. **Indemnification:** To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and other agents from and against 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 Vendor 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 Vendor, 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.

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

J. DELIVERABLES

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

A. A final development plan report providing three (3) development options with illustrations showing the appearance of the property fully developed;

B. Three (3) final planned development plats illustrating the appearance of the above-described community fully developed consistent with the three (3) development options identified in the development plan.

C. Four (4) copies of the original work products.

K. TYPE OF CONTRACT

The Navajo Nation will utilize a standard Professional Services Contract agreement form for the procurement of goods and services for this project.

L. 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.

M. PAYMENT AND SUBMISSION OF INVOICES

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

N. 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.

O. 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 and Business Preference Act will apply to this RFP.