

**REQUEST FOR PROPOSAL
NAVAJO DEPARTMENT OF HEALTH
RFP BEHAVIORAL HEALTH SERVICES PILOT PROJECT**

RFP BID NO. 24-10-3507GC

I. PURPOSE OF REQUEST

The Navajo Nation Department of Health (NDOH) desires to obtain proposals related the Division of Behavioral & Mental Health Services (DBMHS) to plan, develop, and implement a pilot project with the intent of delivering comprehensive and culturally relevant behavioral health treatment services to members of the Navajo Nation.

II. SCOPE OF WORK

The consultant shall complete the scope of work and outline a proposal for the provision of the following:

1. Behavioral health/integrated care services, including Navajo spiritual, pastoral, experiential, and medical, (such as adventure) components for 3.5 ASAM treatment of substance use disorders and residential treatment for mental health disorders to the NDOH and/or NDOH-FQHCs under a mutually agreed upon Care Coordination agreement.
2. Present ability to have personnel on-site for service delivery staff.
3. Advisory and Evaluation Services to the Navajo Department of Health on matters related to behavioral health policy as it relates to services described above.
4. Comprehensive plan for management services which may include, but are not limited to, recruiting, retention, staffing, billing, transportation, licensure, credentialing, and facility operational licenses under the terms of a mutually agreed upon Management Services Agreement.

III. TIME SCHEDULE

It is the NDOH intent to follow the foregoing process and timetable to procure the services of a consultant. At the NDOH's discretion, it may change the estimated dates and the process set forth below as it deems necessary, including but not limited to interviews. If these changes are implemented, an amendment to this RFP will be issued and advertised.

NDOH issues RFP Bid Solicitation Notice	November 1, 2024
Deadline for Submission of Proposals by 12:00 p.m., MST	November 12, 2024
Evaluation of submitted bids	November 13, 2024
Notice of selection and initiate award process	November 14, 2024
Notice to Proceed issued	November 15, 2024

IV. PROPOSAL

All interested parties are invited to review and respond to this Request for Proposal (RFP) at their discretion. All questions pertaining to the contents of this RFP, as a respondent, can contact via email Ms. Sherylene Yazzie (sherylenem.yazzie@navajo-nsn.gov)

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

The Navajo Nation
Navajo Nation Department of Health — Executive Office
Attention: Ms. Sherylene Yazzie
Administration Bldg. 2 -#2296, Window Rock Blvd.
Window Rock, AZ 86515

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

**“BID NO. 24-10-3507GC
Navajo Nation Department of Health – Executive Office
MANAGEMENT AND CONSULTING SERVICES FOR BEHAVIORAL HEALTH
DO NOT OPEN-BID PROPOSAL
NBOA Priority Status (Priority One; Priority Two or Non-Priority Status)”**

All proposals must be received by 12:00 p.m. Mountain Standard Time on Tuesday, November 12, 2024. **Proposals will not be accepted after this deadline.**

V. GENERAL INFORMATION AND GUIDELINES FOR THIS RFP

A. DESCRIPTION OF THE ORGANIZATION

The Navajo Nation Department of Health is the responsible agency of Navajo Nation government for this RFP. The NDOH is the lead agency to ensure that high quality, comprehensive, and culturally relevant health care and public health services are provided on the Navajo Nation.

B. RESPONDENT REQUIREMENTS

- 1) All respondents must have the capabilities listed herein, including sufficient detailed information with regard to experience and expertise in meeting the following requirements:
 - a. A legitimate and credible vendor with a minimum of five (5) years of experience and history with providing residential behavioral healthcare services.
 - b. Must have Joint Commission or CARF accreditation and proof of good standing on current facilities and services.
 - c. Must be currently operating a medical detox, residential SUD treatment, outpatient services including for SUD and Mental Health, or transitional housing.

- d. Must have experience working with the Arizona Department of Health Services and a current and unrestricted facility license from ADHS.
- e. Must have experience with and currently maintain unrestricted status as a contractor with the Arizona Health Care Cost Containment System (AHCCCS) for the provision of Medicaid services in the state of Arizona.
- f. The Navajo Business Opportunity Act (5 N.N.C. §§ 201 and 215), the Navajo Business and Procurement Act (12 N.N.C. §§ 1501-1516), Navajo Nation Procurement Code (12 N.N.C. §§ 301-371), and the Navajo Preference in Employment Act (15 N.N.C. §§ 601 et seq.), with all implementing regulations, will apply.
- g. The NDOH reserves the right to request clarification of information submitted, and to request additional information from any proposer. NDOH also reserves the right to request an interview, if necessary.
- h. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NDOH's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NDOH reserves the right to use any non-proprietary information. No basis for claims against the NDOH shall arise as a result of a response to this RFP or from the NDOH's use of such information. (Proprietary information submitted in response to this RFP will be handled in accordance with the Navajo Nation Privacy and Access to Information Act). Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY."
- i. Nothing in this RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation, including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
- j. **Insurance.**
 - 1. The selected entity, upon receiving authorization to proceed, Consultant shall procure and maintain, during the life of this contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. All insurance documents must include a provision of 30 days written notification to the NDOH 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 NDOH from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Consultant's or those of a subcontractor or any person or entity directly or indirectly employed by said Consultant. Minimum coverage is as follows:

Workers Compensation

Statutory Coverage

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

Commercial General Liability coverage, ISO CG 0001 Form or equivalent limits of:

Bodily Injury/Property Damage:	\$1,000,000 Each Occurrence
	\$3,000,000 Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence
\$3,000,000 Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence
\$3,000,000 Aggregate

Business Automobile Liability

Combined Single Limit: \$1,000,000 Each Occurrence

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

\$1,000,000 Each Occurrence, \$3,000,000 aggregate

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

All coverages 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 NDOH, such limits shall be certified and shall apply to the coverage afforded the NDOH under the terms and conditions of the contract as though required and set forth in the contract. The Consultant shall furnish to the NDOH copies of any endorsement that is subsequently issued amending coverage of limits.

2. **Approval of Insurance:** Even though a "Notice to Proceed" may have been given by the NDOH, 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 NDOH. Neither approval, nor failure to approve, certificates, policies, or insurance by the NDOH shall relieve the Consultant of full responsibility to maintain the required insurance in full force and effect.
3. **Increased Limits:** If, during the life of the agreement issued by this RFP or solicitation, maximum limits of the liability required under by the Navajo Nation Insurance Services Department increase, the NDOH 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.

- k. **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.*).
- l. **Termination.** This RFP may be canceled at any time and any and all statements may be rejected in whole or in part, when the NDOH Division Director determines such action to be in the best interests of the NDOH.
- m. **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 NDOH's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the NDOH 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 NDOH Division Director prior to that determination.
- n. **Notice.** The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities, and kickbacks.
- o. **Ownership of Documents.** The specifications, files, and other project documents are the property of NDOH and will not be returned to Respondent. The contract has certain requirements as to the rights and responsibilities of the NDOH and Consultant. Record drawings and documents are to be delivered to NDOH.
- p. **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.

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

C. PROPOSAL CONTENT AND REQUIRED INFORMANTION

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

- a. Organizational letter expressing your interest and a brief description of your proposed services. Do not reveal or make reference to the cost in this letter.

- b. Organization qualifications and project experience. Include references.
- c. Scope of Work
- d. Design
- e. Schedule, including proposed site visits.
- f. Copies of licenses, certifications (***NBOA Priority Status***), insurance certificates, and other relevant documents.
- g. Subcontractor Information, if applicable
 - i. Subcontractor work should not exceed the majority of percentage of entire project.
- h. Costs to be submitted in a separate sealed envelope. Detailed breakdown of costs: Material, Labor, and other applicable costs; 6% Navajo Nation Sales Tax.
- i. Compliance: Any proposal that does not adhere to this format and does not address each specification, requirement, or scope of work as outlined, may be deemed non-responsive and rejected on that basis.
- j. 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.
- k. Submittal of current W-9, and Suspension & Debarment forms (attached)

D. EVALUATION PROCESS (pre-qualifying process)

1. Evaluation Criteria

- a. Qualifications, credentials, licensures, and minimum five (5) years' work experience. This includes the capabilities to provide all requested services. (20 points)
 - b. Quality of services, ability to provide requested plan and problem solving and recommendations. (30 points)
 - c. Project schedule. (20 points)
 - d. Cost (separate sealed envelope). (30 points)
- 2. The NDOH reserves the right to interview respondents if deemed necessary due to tied scores or other legitimate matters.**
- a. This may entail a presentation from the respondent for clarification and/or details on requested work products or other requirements. The presentation will be scheduled to be presented in Window Rock, AZ (if necessary). It is NDOH's intention to award one (1) vendor to provide all services as specified.

E. 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.

F. 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.

G. TECHNICAL DIRECTION

The Navajo Nation NDOH point of contact, Ms. Sherylene Yazzie, for inquiries related to the project and other matters. Questions and responses will be shared with all respondents. Ms. Sherylene Yazzie's email address is sherylenem.yazzie@navajo-nsn.gov

H. PAYMENT AND SUBMISSION OF INVOICES

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

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.

I. 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.

J. 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.

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date