



DIVISION OF NATURAL RESOURCES

NAVAJO NATION DIVISION OF NATURAL RESOURCES -ADMINISTRATION

REQUEST FOR PROPOSAL

BID NO. 24-04-3332GC

Navajo Nation Fair Concert Producer

INTRODUCTION

The Navajo Nation Division of Natural Resources (NNDNR) is responsible for the protection, restoration, conservation management, and sustainable development of Navajo natural and cultural resources of the Navajo Nation.

The Navajo Nation Fair Office, a department of the NNDNR, hosts large-scale fair, cultural, and sporting events throughout the year, with the most notable being the Navajo Nation Fair and the newly established "Home of the Navajo" Professional Rodeo. Each of these celebrations will have as many as 100,000 attendees and multiple entertainment events and venues.

The Navajo Nation Fair Office is seeking proposals from contractors, consultants, and vendors interested in organizing the Entertainment, Staging, AV, and Live Sound for the Navajo Nation Fair concert series. The NNDNR intends to select an individual or firm with specific experience in concert production to lead the planning, coordination, management, and logistics for the 71st Navajo Nation Fair, September 3 - 8, 2024, at the Navajo Nation Fairgrounds in Window Rock, Arizona.

The Full-Service Concert Contractor must be a certified Navajo-owned, Priority One Certified Business as specified under the Navajo Nation Business Source Listing and designated as such by the Navajo Nation Business Regulatory Department.

The Navajo Nation is a sovereign government and all contracts entered into as a result of the RFP shall comply with the Navajo Nation laws, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal laws, rules and regulations.

PURPOSE/SCOPE/PROJECT DESCRIPTION

NNDNR is soliciting bid proposals from qualified Concert Production companies/firms with expertise in all phases of concert production for the 71st Annual Navajo Nation Fair.

The Scope of Work for this project includes working with NNDNR, which will work to create a high-level patron experience. The producer must be able to book touring acts with national or regional name recognition that will appeal to a diverse audience.

The Concert Producer will be responsible for obtaining talent, arranging proper production equipment, establishing a venue advance list, and working directly with the artists, their tour managers, and Facilities Management to coordinate and execute a concert for the annual Fair & Rodeo and other possible special events, within an established budget for two concert productions at the Dean C. Jackson Arena as outlined:

- Friday, September 6, 2024, following the Indian Rodeo performance.
- Saturday, September 7, 2024 following the Indian Rodeo performance.

ENTERTAINMENT

- a. Pre-Event Planning: Initial consultation is needed to understand event requirements and goals. Venue assessment is required for entertainment. Staging and AV setup, Budget planning and approval, Creation of a detailed event timeline
- b. Provide entertainment for each concert night, including all aspects of providing performers, including scouting, booking, contacting management, and compensation. The producer is responsible for submitting offers and negotiating for management-approved talent on behalf of the NNDNR.
- c. The producer is responsible for contracting with all necessary personnel to produce the event. All terms and conditions will be directly connected to the Producer, not the NNDNR or the Navajo Nation Government.
- d. Provide the NNDNR with copies of executed agreements between the producer and each performer committing them to the performance.
- e. The producer is responsible for attending scheduled meetings with NNDNR and Navajo Nation Fair management.
- f. The producer is responsible for advancing all talent as needed and creating a day of show schedule for the Navajo Nation and any finalized hospitality riders by ten (10) days before the show.
- g. The producer is responsible for obtaining and coordinating all stagehands, equipment operators, and other necessary production staff.
- h. The producer is responsible for a designated budget to be determined by the Navajo Nation Fair. This budget will include the Producer's fees, artist's fees, production costs, and all other necessary expenses in direct relation to concert execution. Non-technical production and any hospitality rider fulfillment, lodging, or transportation expenses for the artists will be negotiated.
- i. The Producer is responsible for getting approval from the Navajo Nation Fair/NNDNR before entering any contract for or on behalf of the Navajo Nation.

STAGING / AV PRODUCTION

- a. Staging: Design and setup of the main stage, including backdrop and risers; installation of sound, lighting, and special effects equipment; rigging services for overhead equipment like trusses and banners; and on-site technical support during rehearsals and the event.
- b. Audio-Visual (AV) Requirements: Selection and setup of high-quality audio systems for clear sound projection ; Installation of video screens, projectors, and LED walls for visual effects; lighting design and implementation to enhance the overall concert experience; integration of special effects like fog machines or laser lights.
- c. Technical Support: Coordination with performers and presenters for their technical requirements, testing and troubleshooting of all equipment to ensure smooth operation, providing on-site technical staff for the duration of the event to address any issues promptly.
- d. Post-Event Wrap-Up: Includes dismantling and removal of all staging and AV equipment-post-event evaluation to gather feedback for future improvements, final budget reconciliation, and reporting.

NNDA intends to award the contract to a qualified vendor that can best provide NNDA with quality services as further described in this RFP.

SEQUENCE OF EVENTS:

This section contains the procurement schedule, an explanation of procurement events, and the general requirements governing this procurement. This Request for Proposals ("RFP") states the instructions for submitting bids, the procedure, and criteria by which a vendor may be selected, and the contractual terms by which NNDNR intends to govern the relationship between it and the chosen vendor.

All parties shall respond to the Time Schedule identified in the RFP Time Schedule:

1.	RFP Issued	May 10, 2024
2.	Proposal Due Date (5:00 P.M. - MDT)	June 3, 2024
3.	Bid Opening (1:15 P.M.-MDT)	June 10, 2024
4.	Proposal Evaluation and Selection	June 12, 2024
5.	Notice of Award to Vendor	June 14, 2024

RESPONDING TO THIS RFP:

Each Bidder shall submit their bid proposal in the format supplied in this package with attached specifications. Each proposal shall be sealed in an envelope marked "PROPOSAL FOR HOME OF THE NAVAJO NATION FAIR RODEO: CONCERT PRODUCTIONS- DO NOT OPEN." In addition, the Bidder must visibly mark "PRIORITY 1" or "PRIORITY 2" on the envelope, if applicable, as required under the Navajo Nation Business Opportunity Act.

Statement of Qualifications: Bidder's Statement should clearly and accurately demonstrate the company's capabilities to execute Concert Productions services and to include:

- a. **Certifications/Licenses**
- b. **Cover Letter**
- c. **Price Proposal:** In one sealed envelope, Include Two (2) complete copies of your fee proposal with "CONCERT PRODUCTIONS PRICE PROPOSAL-Bidder Name" marked on the outside of the envelope.
- d. **Experience and Resources:**
 - i. Please describe your company and its capabilities. Identify specific members of the project team who will be providing services to the Division of Natural Resources/Navajo Nation Fair Office.
 - ii. Include the company name, contact name, e-mail address , and telephone number of organizations or businesses for which similar work has been performed within the past five (5) years.
- e. **Past Projects:** Include a list of projects completed with similar size, scope, and complexity.
- f. Please include a cover letter summarizing the firm's qualifications and experience in wayfinding, community branding, and signage plan development.
- g. Provide descriptions and qualifications of individuals from the firm who would be involved with the project.
- h. Identify any portion of the scope of work to be subcontracted.
- i. Describe three (3) similar projects, including images of final branding, signage, and wayfinding systems that have been implemented.
- j. Provide a written description of your firm's intended approach to the project, demonstrating an understanding of issues and your firm's unique ability to complete the project successfully.
- k. Explain how your firm would meet project deadlines and deliverable schedules.
- l. Provide a lump-sum estimate for the total cost of proposed expenditures for the project in it's entirety as described within the Scope of Work.

DEFINITION OF PARTIES: The Navajo Nation DIVISION OF NATURAL RESOURCES - ADMINISTRATION will be referred to as the Division of Natural Resources.

Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be called the "Contractor."

QUESTIONS AND CLARIFICATIONS: During the issuance of the RFP, prospective Bidders are encouraged to call or e-mail the DEPUTY DIVISION DIRECTOR concerning any questions about the scope of the project or the RFP Time Schedule.

Contact Person: Immanuel H. Charley, Deputy Division Director
E-mail: harlan.charley@navajo-nsn.gov
Phone: (928) 871-6592 or 6593

RFP AMENDMENTS: Should any amendments change or substantially clarify the RFP, they shall be forwarded by addenda to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the appendices. The DIVISION OF NATURAL RESOURCES - ADMINISTRATION will not be bound by oral responses to inquiries or written responses other than addenda.

COSTS OF PREPARATION: The bidder assumes all costs of preparation of the bid and any presentations necessary for the bidding process.

SUB-CONTRACTING: A person or entity that the General Contractor has awarded; the performance of part of the work or services of an existing contract entered between the general contractor and the (original) contracting party.

DEBARMENT: Submission of a signed bid in response to this solicitation is a certification that the Bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Tribal, State, or Federal Department or Agency. Submission is also an agreement that the DIVISION OF NATURAL RESOURCES -ADMINISTRATION will be notified of any change in this status.

INSURANCE COVERAGES: A person or entity that has been awarded a contract shall obtain and maintain adequate insurance coverages as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for entire term of the Contract. The insurance coverages shall name the NATION as an additional insured as specified by the RMP: a) Commercial General Liability Coverages, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; b) Auto Liability minimum limit of \$1,000,000 per accident and shall include non-owned autos; c) Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000; and d) the Navajo Nation shall be named as additional insure for general and auto liability coverages only. All coverages shall include a waiver of subrogation. All coverages shall be primary and the Navajo Nation's coverage non-contributory.

ERRORS: Bids may be withdrawn or amended by the Bidder at any time before the Bid Opening. After the Bid Opening, bids may not be amended. If an apparent low Bidder has made a significant mistake, the Bidder will be given the option of selling at the price shown or withdrawing their bid. If an extension error has been made, the proposed bid price will prevail.

NAVAJO NATION SALES TAX: All work performed within the NAVAJO NATION is subject to the 6% Navajo Sales Tax. On the invoice, the Contractor shall identify the physical location of all work performed. The Navajo Nation shall withhold 6% of the TOTAL invoice amount associated with

work performed on the Navajo Nation from each payment to the Contractor. This amount reflects the Sales Tax due on such invoice amount. This 6% shall be transferred to the Office of the Navajo Tax Commission ("ONTC") for the Contractor's account. The Contractor will then indicate on the quarterly tax return required under the Navajo Sales Tax that this amount was previously paid to the ONTC. It is hereby acknowledged that the withholding amount, according to this section, in no way removes responsibility from the Contractor as a taxpayer for the timely filing of tax returns and timely payments of any amounts that may be owed for taxes. GSA products are not subject to the Navajo Sales Tax.

PAYMENT: The payment procedures established by the Office of the Controller – Division of Finance shall be adhered to and are to begin whenever Goods or Services are delivered and accepted.

PROPOSAL EVALUATION: The Selection Committee will review each Bidder's Statement of Qualifications proposal. During the evaluation process, the Division of Natural Resources reserves the right to request additional information or clarification from Bidders or to allow corrections of errors or omissions.

AWARD OF BID - REJECTION OF BID: DIVISION OF NATURAL RESOURCES - ADMINISTRATION reserves the right to accept bids all or in part. DIVISION OF NATURAL RESOURCES -ADMINISTRATION reserves the right to reject any or all bids or to accept any bid that, in its judgment, will be in the best interest of the Navajo Nation. It intends to award the contract to the lowest responsible Bidder, best meeting the requirements of the DIVISION OF NATURAL RESOURCES -ADMINISTRATION. Scholarships, donations, or gifts to the DIVISION OF NATURAL RESOURCES -ADMINISTRATION will not be considered when evaluating bids.

CRITERIA FOR SELECTION: Bidders are advised that only complete bids for all line items specified will be accepted. Partial or incomplete bids will void the proposal in its entirety. Each proposal will be reviewed, and a determination will be made based on the following factors:

EVALUATION CRITERIA - 30 POINTS MAXIMUM

1. Ability to perform all functions necessary in executing a Concert Production service for the Home of the Navajo PRCA Rodeo and associated events. - **10 Points**
2. Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past. -**10 Points**
3. Cost -**10 Points**

ALL PARTIES RESPONDING TO THIS RFP BID NO. 24-04-3332GC ARE INSTRUCTED TO SUBMIT A SEALED BID PACKAGE TO THE FOLLOWING ADDRESS:

ATTN: IMMANUEL H. CHARLEY, DEPUTY DIVISION DIRECTOR -
HOME OF THE NAVAJO PRCA RODEO CONCERT PRODUCTIONS
SERVICES

Deliver to: NAVAJO NATION DIVISION OF NATURAL RESOURCES -
ADMINISTRATION
EXECUTIVE OFFICE BUILDING #12636
WINDOW ROCK, ARIZONA 86515

OR Mail to: NAVAJO NATION DIVISION OF NATURAL RESOURCES -
ADMINISTRATION
PO BOX 3330
WINDOW ROCK, ARIZONA 86515

Questions regarding this procurement will be accepted until June 3, 2024. Any attempt by a Bidder to contact a member of the DIVISION OF NATURAL RESOURCES-ADMINISTRATION staff outside the RFP Process to gain knowledge or an advantage may result in disqualification of the Bidder.

The Navajo Nation reserves the right to waive any informalities or irregularities in this RFP or reject any or all proposals whenever such rejection is deemed in the best interest of the Navajo Nation.

ATTACHMENTS:

- Suspension & Debarment Form
- W-9 (Revised March 2024 version)

Above forms to be completed and returned with RFP packet.