



Navajo Housing Authority Procurement Department

P.O. Box 4980, Window Rock, AZ 86515

ADDENDUM NUMBER TWO (2) **Issued: September 30, 2026**

Project Name: PCD RFP # 007 – Design Build Construction Services of Modular Units for Scattered Sites

To All Interested Firms:

In the best interest of the Navajo Housing Authority (NHA), it has been determined that the following revisions shall be incorporated into the subject RFP and shall become part of the Design Build Construction Services of Modular Units for Scattered Sites.

This addendum consists of the following:

I. SECTION I – General information, 5. Estimated Schedule of Activities, Extension to Proposal Due Date.

Activities:

2. Extension to Proposal Due Date/Time:

Dates:

October 15, 2026 @ 4:45 MDST

II. SECTION II – Scope of Work, Under Section F. Time Frame, Project Timeline, 1 and 9.

1. Total duration of this Design Build Contract shall not exceed **270** calendar days from date of receipt of Notice to Proceed.

9. 100% Completion within **270** calendar days after the date of receipt of Notice to Proceed.

III. SECTION III – Proposal Standards, Evaluation Criteria, and Content, Content #3, Exhibits, EXHIBIT H: INSURANCE REQUIREMENTS, Insurance Limit or Amounts.

*Please see ATTCHMENT #1.

IV. Additional Information

Clarification to Addendum No. 1 and Addendum No. 2 – Demonstration Unit Manufacturer Requirements

NHA has reviewed the prior solicitation language regarding the four (4) required Demonstration Units and the references to four (4) modular manufacturers/firms. This clarification is issued to eliminate any inconsistency or ambiguity and to ensure that all proposers prepare their proposals based upon the same requirements.

NHA Clarification:

The Design-Build Firm shall provide a total of four (4) Demonstration Units as required by the Contract Documents. However, NHA does not require the four Demonstration Units to be furnished by four (4) different modular manufacturers.

The selected Design-Build Firm may propose one (1) or more qualified modular manufacturers to provide the four (4) required Demonstration Units, provided the proposed manufacturer(s) demonstrate sufficient qualifications, capacity, product range, design flexibility, quality standards, warranties, production capability, transportation and installation capability, and other qualifications necessary to satisfy the requirements of the RFP.

Accordingly, any prior solicitation language stating or implying that the Design-Build Firm must identify, engage, prequalify, or utilize four (4) separate modular manufacturers is hereby clarified and superseded to the extent of that inconsistency.

The requirement is for four (4) Demonstration Units, not four (4) separate modular manufacturers.

The Design-Build Firm shall remain responsible for identifying and prequalifying the proposed modular manufacturer(s), coordinating their work, and ensuring complete compliance with the Contract Documents. NHA's review or approval of a proposed manufacturer shall not relieve the Design-Build Firm of responsibility for the manufacturer's qualifications, performance, design integration, manufacturing, transportation, delivery, installation, warranties, or Contract compliance.

The Demonstration Units shall continue to satisfy the requirements established by Addendum No. 1 for NHA's evaluation of modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, performance, and overall quality prior to authorization of subsequent production. Addendum No. 1 established those evaluation purposes. Addendum No 1- PCD RFP# 007- DB...

For purposes of proposal preparation and Contract administration, this clarification shall control over any conflicting prior response or provision concerning the number of modular manufacturers required for the Demonstration Units.

This directly fixes the contradiction because Addendum No. 2 currently contains language requiring the selected DB firm to prequalify four manufacturers 260929 - Addendum No 2- PCD RFP... while later permitting a single qualified manufacturer to furnish all four demonstration units. 260929 - Addendum No 2- PCD RFP...

I would use the bolded controlling sentence at the end. It is important because it does more than explain NHA's intent—it tells proposers which requirement governs, reducing the risk that different proposers price different manufacturer structures.

Contract Time Extension:

NHA has reviewed the overall project schedule, including the time necessary for design and preconstruction activities, Demonstration Unit development and evaluation, modular manufacturing and production, utility coordination, rights-of-way/easements, third-party reviews and approvals, site preparation, delivery, installation, and final completion.

To provide a more reasonable period for coordination and completion of the required Design-Build scope, **NHA hereby revises the overall Contract duration from 180 calendar days to 270 calendar days from Notice to Proceed (NTP).**

All other scheduling, coordination, and Contract requirements remain unchanged unless specifically modified by this Addendum.

V. SECTION I: INQUIRIES: ANY AND ALL inquiries or questions shall be submitted in writing... All responses will be in writing to all firms who have an interest in this RFP.

1. Will NHA allow the design build to be concrete slab with stick-built construction? This would be more advantageous to NHA cost wise and keep the Navajo labor building the houses instead of the subcontracting it out off the Nation to non-Navajo labor.

NHA Response: No. NHA will not accept conventional stick-built construction as a substitute for the modular construction approach required under this RFP.

The modular construction requirement is an intentional component of NHA's overall Design-Build project delivery and project recovery strategy. Based on the history of the project and lessons learned through the prior Design-Bid-Build procurement efforts, NHA determined that a different project delivery approach was necessary to reduce the risk of additional delay and improve coordination, constructability, cost control, schedule control, and accountability.

The Design-Build approach also provides greater flexibility in developing the final design and construction solution. Rather than prescribing every detail before construction input is available, NHA establishes the required performance, quality, accessibility, budget, schedule, and project standards, while the Design-Build Firm is provided flexibility to coordinate the design, modular systems, site conditions, foundations, utilities, transportation, installation, and construction means and methods necessary to meet those requirements.

That flexibility, however, is accompanied by responsibility for identifying, evaluating, and managing the associated cost, schedule, constructability, site, utility, transportation, manufacturing, installation, accessibility, and other project risks and liabilities. Potential risks and proposed solutions are expected to be identified and analyzed during the assessment and design process so that NHA can make informed decisions before authorizing full production and construction.

This is particularly important for the scattered-site nature of the project. Conditions may vary from one homesite to another, and the Design-Build Firm is expected to evaluate those conditions and develop appropriate site-specific solutions while maintaining the overall modular construction and performance requirements established by NHA.

The use of modular construction supports this strategy by providing a controlled and standardized production process, consistent construction and quality standards, while still allowing appropriate flexibility for site-specific foundations, utilities, accessibility requirements, delivery, setting, and other conditions.

NHA also recognizes the importance of cost efficiency and maximizing opportunities for Navajo labor and Navajo-owned businesses. The Design-Build Firm is therefore encouraged to maximize Navajo labor and local subcontracting opportunities consistent with the RFP and applicable requirements. Such opportunities may include surveying, grading and site preparation, foundations, utility improvements and connections, transportation and delivery support, crane operations and setting, exterior/site improvements, and other on-site construction activities.

The Design-Build Firm retains flexibility in determining the appropriate means, methods, sequencing, coordination, and technical solutions necessary to accomplish the Work. However, that flexibility does not extend to replacing the required modular housing approach with conventional stick-built construction.

The RFP will establish a process utilizing multiple modular manufacturers and Demonstration Units to allow NHA to evaluate different housing products, construction systems, and design options and establish acceptable standards. This process is intended to provide a range of approved housing solutions that can be matched to client needs, family composition, accessibility requirements, geographic location, homesite conditions, available utilities, cost, available funding, and other applicable program requirements.

Accordingly, the RFP will further establish the process and requirements for developing, evaluating, approving, and implementing these housing choices. The intent is to provide the Navajo People with more than one appropriate housing option while maintaining consistent NHA standards for quality, safety, performance, affordability, and long-term sustainability.

This flexibility does not change the current requirement for modular construction. Rather, it is one of the intended benefits of the modular Design-Build approach: allowing NHA to establish common performance standards while evaluating multiple housing solutions capable of meeting those standards.

Accordingly, the modular construction requirement of the RFP remains unchanged

2. Per the Addendum #1 sent out it mentions that the DB firm will need to provide actual modular homes from each of the 4 modular firms. Where does it list these firms in the RFP?

NHA Response: The four (4) modular manufacturers/firms referenced in Addendum No. 1 have not been selected, pre-approved, or engaged by NHA and are not specifically identified in the RFP.

At the proposal stage, the Design-Build Firm is **not required to identify, engage, or have under contract four (4) specific modular manufacturers**. Instead, the proposer shall demonstrate its qualifications, experience, resources, industry relationships, and proposed approach for identifying, evaluating, prequalifying, coordinating, and managing qualified modular manufacturers capable of satisfying the requirements of the RFP.

Following award, as part of the **Design and Preconstruction process**, the selected Design-Build Firm shall identify and prequalify four (4) qualified modular manufacturers/firms for the Demonstration Unit process, subject to **NHA review and written approval prior to proceeding with the Demonstration Units**.

Consistent with the RFP, the Design-Build Firm shall be responsible for performing appropriate due diligence in prequalifying the proposed manufacturers, including consideration of experience, warranties, pricing transparency, manufacturing coordination, production timelines, transportation, and other requirements necessary to successfully perform the Work.

The Design-Build Firm shall remain responsible for coordinating the design, manufacturing, transportation, delivery, installation, commissioning, and completion of one (1) Demonstration Unit from each of the four (4) NHA-approved modular manufacturers.

Each Demonstration Unit shall be either a **one-bedroom/one-bathroom unit or studio-type unit**, as established by Addendum No. 1, and shall be representative of the proposed modular construction systems, materials, finishes, workmanship, equipment, functionality, and quality standards to be evaluated by NHA prior to authorization of subsequent production.

NHA's review and written approval of a proposed modular manufacturer shall not constitute NHA's selection or engagement of that manufacturer and shall not relieve the Design-Build Firm of responsibility for the manufacturer's qualifications, performance, design integration, manufacturing, transportation, delivery, installation, coordination, warranties, or compliance with the Contract Documents.

3. These homes we are to supply per Addendum #1, does NHA have locations with utility hook ups ready? Or are these supposed to be dry and without power? Is there a location they want them delivered?

NHA Response: The four (4) Demonstration Units required under Addendum No. 1 shall be delivered and installed at the NHA DCSD Area Complex in Fort Defiance, Arizona, unless otherwise directed in writing by NHA.

NHA will identify the designated locations for placement of the Demonstration Units and will identify **existing utility infrastructure and available utility connection points, if any, at the demonstration site**. The Design-Build Firm shall be responsible for verifying existing conditions and coordinating the utility requirements necessary for installation and operation of the Demonstration Units.

Prior to fabrication and delivery, the Design-Build Firm shall verify the **location, availability, capacity, condition, connection requirements, and compatibility** of electrical, water, wastewater, and other applicable utilities serving the designated demonstration site. This is consistent with the RFP requirement for the Design-Build Firm to assess existing infrastructure and coordinate with applicable utility providers.

Where utility connections are available, the Design-Build Firm shall coordinate and provide the connections necessary to place each Demonstration Unit into a **finished and operational condition** for NHA's evaluation. Any required utility improvements, extensions, temporary services, or other conditions identified during the site assessment shall be coordinated with NHA prior to proceeding and incorporated into the applicable scope and cost.

The Demonstration Units are **not intended to be delivered merely as dry, unfinished, or non-operational units**. They shall be sufficiently complete and operational to allow NHA to evaluate the proposed modular construction systems, equipment, fixtures, functionality, materials, finishes, workmanship, maintainability, and overall quality prior to authorization of subsequent production.

4. The home per addendum #1, is this to be included in the design price phase 1? Or will this be in the GMP after design is completed?

NHA Response: The four (4) Demonstration Units required under Addendum No. 1 shall not be included as fixed construction costs within the initial Phase 1 design/preconstruction fee. Phase 1 shall include the applicable design, engineering, preconstruction, coordination, site assessment, utility coordination, constructability, manufacturer coordination, cost development, and other professional services necessary to sufficiently define the Demonstration Unit scope and establish construction pricing.

Following sufficient development and NHA approval of the Demonstration Unit design and scope, the selected Design-Build Firm shall submit **GMP No. 1 – Demonstration Units** for NHA review and written approval. GMP No. 1 shall include the construction-related costs necessary to furnish, manufacture, transport, deliver, install, connect, commission, and complete one (1) Demonstration Unit from each of the four (4) approved modular manufacturers.

The Demonstration Units will be used by NHA to evaluate and validate the proposed modular systems, construction methods, materials, finishes, equipment, accessibility features, workmanship, functionality, maintainability, transportation and installation requirements, cost, and overall quality **prior to authorization of full production**.

Following NHA's evaluation of the Demonstration Units, approved standards, lessons learned, and required modifications shall be incorporated into the applicable final design and construction documents.

The Design-Build Firm shall thereafter develop and submit **GMP No. 2 – Full Production and Remaining Construction Work**, incorporating the approved housing standards and covering the remaining modular production, site development, foundations, utilities, transportation, installation, infrastructure, and other construction Work required by the Contract.

Each GMP shall be **separately identified, appropriately supported by cost documentation, and subject to NHA review and written approval. Approval of GMP No. 1 shall authorize only the Demonstration Unit scope and shall not constitute authorization to proceed with full production or the Work associated with GMP No. 2.**

The cumulative approved GMPs, together with applicable Design-Build fees and other authorized costs, shall remain subject to the overall project budget, applicable HUD Total Development Cost requirements, and the Contract Documents.

5. We noticed the schedule went down to 6 months for the entire project... please verify if this was the intent? With a major civil design needed along with NTUA approvals for ROW's it does not seem feasible.

NHA Response: Yes. The 180-calendar-day overall contract duration established by Addendum No. 1 is intentional. The revised schedule reflects NHA's use of a Design-Build project delivery approach and the expectation that design, preconstruction, utility and agency coordination, procurement, modular manufacturing, site preparation, and other project activities will proceed concurrently where practical, rather than being performed entirely as sequential activities.

NHA recognizes that the scattered-site nature of the project includes civil design, utility coordination, rights-of-way and easements, and reviews or approvals involving NTUA and other third-party agencies. The Design-Build Firm shall identify these requirements as early as practicable, initiate required coordination and submittals in a timely manner, incorporate anticipated review and approval durations into the project schedule, identify critical-path activities, and develop a delivery strategy that minimizes avoidable delay. The RFP specifically places responsibility for coordination with applicable governing agencies on the Design-Build Firm and requires applicable agency review durations to be considered in the proposal.

The 180-calendar-day duration is intended to promote the scheduling efficiencies available through Design-Build, including early site investigation, constructability review, utility and agency coordination, phased design development, procurement, modular manufacturing, site preparation, and other activities proceeding concurrently where feasible. The original RFP likewise provides that project timeline activities may be executed concurrently as necessary to meet the required deadlines.

The Design-Build Firm shall develop and maintain the required cost-loaded Critical Path Method (CPM) schedule demonstrating its proposed approach to achieving the required completion period. The schedule shall appropriately address design activities, utility and agency coordination, third-party reviews and approvals, procurement, modular manufacturing, transportation, site preparation, installation, and other major project milestones and critical-path activities.

Where utility-provider, governmental, or other third-party actions are outside the Design-Build Firm's direct control, the Design-Build Firm shall remain responsible for timely initiation, coordination, documentation, follow-up, schedule management, and reasonable mitigation of potential impacts. Any request for additional Contract Time resulting from such circumstances shall be evaluated by NHA in accordance with the applicable Contract requirements and shall not be automatic solely because a third-party review or approval is involved.

6. Has NTUA/APS/Continental Divide Easements and Permission to taps been completed for these sites? Including power and natural gas as needed. NTUA usually requires 6 months to do this planning...Is all this part of the design and assessment?

NHA Response: Proposers shall not assume that all utility easements, rights-of-way, service approvals, permissions to tap, utility capacities, or other utility-related approvals have been completed for each project site. The status of existing utility infrastructure and required utility approvals shall be verified as part of the Design-Build process.

Yes. Utility verification and coordination are part of the Design and Existing Infrastructure Assessment requirements of the RFP. The Design-Build Firm shall evaluate existing utility conditions serving each site and coordinate with the applicable utility providers and governing agencies.

As applicable to each site, the Design-Build Firm shall determine and document existing utility availability, location, capacity and condition; existing easements and rights-of-way; available electrical, water, wastewater, natural gas and other required services; existing and required service connections; utility-provider requirements for new or upgraded service; and additional easements, rights-of-way, permits, applications, agreements or approvals necessary to complete the Work. The RFP also requires survey work associated with utility easements and rights-of-way.

The Design-Build Firm shall coordinate with **NTUA and other applicable utility providers having jurisdiction or providing service to the individual project sites.** Such coordination shall address applicable planning, design, service, capacity, connection, review, approval and construction requirements. Utility coordination shall begin **as early as practicable during the Design and Existing Infrastructure Assessment process** and shall not be deferred until completion of final design. The RFP separately requires utility coordination as part of development of the design and construction documents.

The Design-Build Firm shall document its utility coordination and incorporate identified requirements, anticipated lead times, responsibilities, costs and potential schedule impacts into its assessment, design, cost development and Project schedule, as applicable.

Where an easement, right-of-way, land authorization, utility agreement, or other approval requires execution or authorization by **NHA or another party having legal authority to grant the approval**, the Design-Build Firm shall identify the requirement, timely prepare the necessary technical information and supporting documentation within its scope, and coordinate the approval process. NHA will provide Owner actions and authorizations where specifically required of NHA.

Utility-provider and governmental review periods shall be incorporated into the Design-Build Firm's scheduling and coordination efforts. Third-party review periods outside the Design-Build Firm's direct control do not relieve the Design-Build Firm of responsibility for **timely initiation, coordination, documentation, follow-up, schedule management, and reasonable mitigation of potential impacts.** Any request for additional Contract Time resulting from circumstances outside the Design-Build Firm's control shall be evaluated in accordance with the Contract requirements.

7. Thank you for sending the Addendum. The wording of the addendum states that you have engaged four modular housing firms. May I ask you to confirm that **Native Land** is among those four please? Has RFP 007 only been distributed to four firms?

NHA Response: No. NHA has not selected, pre-approved, or engaged four (4) modular housing manufacturers/firms for this RFP. Accordingly, NHA is not identifying or confirming Native Land, or any other specific modular manufacturer, as one of the four (4) firms.

RFP #007 is not limited to four modular manufacturers or firms. The reference to four (4) modular firms in Addendum No. 1 relates to the Demonstration Unit process and does not identify firms previously selected or engaged by NHA. Addendum No. 1 requires one Demonstration Unit from each of four modular firms for NHA's evaluation prior to subsequent production.

At the proposal stage, proposers are **not required to identify, engage, or have under contract four (4) specific modular manufacturers.** Instead, proposers shall demonstrate their qualifications, experience, resources, industry relationships, and proposed approach for identifying, evaluating, prequalifying, coordinating, and managing qualified modular manufacturers capable of satisfying the requirements of the RFP.

Following award, as part of the **Design and Preconstruction process**, the selected Design-Build Firm shall identify and prequalify four (4) qualified modular manufacturers/firms for the Demonstration Unit process, subject to **NHA review and written approval**. This is consistent with the RFP requirement that the Design-Build Firm prequalify modular builders based upon applicable considerations including experience, warranties, pricing transparency, manufacturing coordination, timelines, transportation, and other project requirements.

Following NHA approval, the Design-Build Firm shall coordinate with the four (4) approved modular manufacturers to develop the required Demonstration Units and associated design, technical requirements, cost development, manufacturing, transportation, installation, utility coordination, and other information necessary to establish the Demonstration Unit scope and develop **GMP No. 1 – Demonstration Units** for NHA review and written approval.

The Design-Build Firm shall remain responsible for the **due diligence, prequalification, coordination, design integration, performance, manufacturing, transportation, delivery, installation, warranties, and other Contract responsibilities** associated with the modular manufacturers it proposes.

NHA's review and written approval of a proposed modular manufacturer shall not constitute NHA's selection or engagement of that manufacturer and shall not relieve the Design-Build Firm of responsibility for the manufacturer's qualifications, performance, design integration, manufacturing, transportation, delivery, installation, coordination, warranties, or compliance with the Contract Documents.

8. Is the demonstration unit a "purchased" unit or is it expected to be a "No Cost" example?

NHA Response: The Demonstration Units are purchased and compensated Contract deliverables and are not expected to be provided as "no-cost" examples, temporary mock-ups, loaned units, or manufacturer display units.

The four (4) Demonstration Units required by Addendum No. 1 will be incorporated into the Design-Build delivery process through **GMP No. 1 – Demonstration Units**, following sufficient development and NHA approval of the Demonstration Unit design and scope.

The Design and Preconstruction process shall include the applicable design, engineering, preconstruction, coordination, site assessment, utility coordination, constructability review, manufacturer coordination, cost development, and other professional services necessary to establish the scope and pricing for the Demonstration Units.

Following sufficient development and NHA approval of the Demonstration Unit scope, the Design-Build Firm shall submit **GMP No. 1 – Demonstration Units** for NHA review and written approval. GMP No. 1 shall include the construction-related costs necessary to furnish,

manufacture, transport, deliver, install, connect, commission, and complete one (1) Demonstration Unit from each of the four (4) NHA-approved modular manufacturers, for a total of four (4) Demonstration Units.

Each Demonstration Unit shall consist of either a **one-bedroom/one-bathroom unit or studio-type unit**, as established by Addendum No. 1, and shall be completed in a finished and operational condition representative of the modular construction systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, performance, and overall quality proposed for subsequent production.

The Demonstration Units are intended to allow NHA to evaluate the proposed modular systems, materials, finishes, workmanship, building systems, equipment, functionality, maintainability, performance, and overall quality **prior to authorization of subsequent production.**

Following NHA's evaluation and final acceptance, each Demonstration Unit shall **become the property of NHA**, unless otherwise specified in the Contract Documents. The Design-Build Firm shall not remove, relocate, sell, transfer, or dismantle an accepted Demonstration Unit without prior authorization from NHA.

Accordingly, the Demonstration Units are **compensated Contract deliverables and are not required to be furnished at no cost to NHA.** The professional services necessary to design, coordinate, develop, and price the Demonstration Units shall be included within the applicable Design and Preconstruction services. The costs associated with manufacturing, furnishing, transporting, delivering, installing, connecting, commissioning, and completing the four (4) Demonstration Units shall be established under **GMP No. 1 – Demonstration Units** and shall not be included as fixed construction costs within the initial Design and Preconstruction fee.

9. Is the plan to have the AE work with the modular company on the design for all disciplines: architectural, structural, mechanical/plumbing, and electrical? Or does NHA anticipate the modular company to provide these services?+

NHA Response: The Demonstration Units are purchased units and compensated Contract deliverables and are not expected to be provided as “no-cost” examples, temporary mock-ups, loaned units, or manufacturer display units.

As further clarified by this Addendum, the four (4) Demonstration Units will be incorporated into the Design-Build delivery process through **GMP No. 1 – Demonstration Units**, following sufficient development and NHA approval of the Demonstration Unit design and scope.

The **Design and Preconstruction process** shall include the applicable design, engineering, preconstruction, coordination, site assessment, utility coordination, constructability review, manufacturer coordination, cost development, and other professional services necessary to establish the scope and pricing for the Demonstration Units.

Following sufficient development and NHA approval of the Demonstration Unit scope, the Design-Build Firm shall submit **GMP No. 1 – Demonstration Units** for NHA review and written approval. GMP No. 1 shall include all construction-related costs necessary to furnish, manufacture, transport, deliver, install, connect, commission, and complete one (1) Demonstration Unit from each of the four (4) **NHA-approved modular manufacturers**, for a total of four (4) Demonstration Units.

Each Demonstration Unit shall consist of either a **one-bedroom/one-bathroom unit or studio-type unit**, as established by Addendum No. 1, and shall be completed in a finished and operational condition representative of the modular construction systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, performance, and overall quality proposed for subsequent production. Addendum No. 1

specifically establishes the one-bedroom/one-bathroom or studio configuration and requires the units to be finished and operational for NHA's evaluation.

The Demonstration Units are intended to allow NHA to evaluate the proposed modular systems, construction methods, materials, finishes, equipment, workmanship, functionality, maintainability, performance, transportation and installation requirements, cost, and overall quality **prior to authorization of subsequent production and GMP No. 2 – Full Production and Remaining Construction Work.**

Following NHA's evaluation and final acceptance, the Demonstration Units shall become the property of NHA, **unless otherwise specified in the Contract Documents.** The Design-Build Firm or modular manufacturer shall not remove, relocate, sell, transfer, dismantle, or otherwise dispose of an accepted Demonstration Unit without prior authorization from NHA. These ownership and use provisions are directly consistent with Addendum No. 1.

Accordingly, the Demonstration Units are **compensated Contract deliverables and are not expected to be furnished at no cost to NHA.** The professional services necessary to design, coordinate, develop, and price the Demonstration Units shall be included within the applicable Design and Preconstruction services. The costs associated with manufacturing, furnishing, transporting, delivering, installing, connecting, commissioning, and completing the four (4) Demonstration Units shall be established under **GMP No. 1 – Demonstration Units** and shall not be included as fixed construction costs within the initial Design and Preconstruction fee.

10. How many of these units are designated ADA Units?

NHA Response: The RFP does not establish a predetermined number of homes designated as ADA or accessible units.

As stated under the Reasonable Accommodations requirements, the Design-Build Firm shall coordinate with NHA and the individual client/occupant to identify the reasonable accommodations and accessibility features required for each respective home.

The accessibility requirements shall therefore be evaluated on a **case-by-case and site-specific basis** based upon the needs of the client/occupant and the applicable accessibility requirements established by NHA, HUD, and the Contract Documents.

As part of the assessment and design process, the Design-Build Firm shall document the required reasonable accommodations for each applicable location and incorporate the approved accommodations into the design and construction documents.

The costs associated with the identified reasonable accommodations and accessibility improvements shall be **separately identified for each applicable location**, as required by the RFP.

Proposers shall therefore **not assume a fixed number of ADA/accessible units for purposes of their proposal.** The final accessibility scope for each applicable residence will be established through the assessment, client coordination, design, and NHA review and approval process.

11. Are all the building locations 1 acre or smaller? We are assuming that design would be only for house and surrounding areas around the house on the property. Please verify no offsite grade work is required.

NHA Response: The Design-Build Firm shall generally limit permanent site development and construction activities to the authorized homesite lease and approved construction areas for each respective location. Proposers shall not assume that work outside the immediate house footprint will be unnecessary.

As part of the site assessment and prior to finalizing the site-specific design, the Design-Build Firm shall evaluate the existing homesite and access conditions necessary for transportation,

delivery, staging, installation, utility connections, foundation construction, drainage, and completion of the modular unit.

In particular, the Design-Build Firm shall conduct a **site-specific delivery and constructability assessment** for each homesite to verify that the proposed modular unit can be transported to the site and safely positioned and installed using the proposed transportation, crane, or other approved lifting equipment.

The assessment shall address, as applicable:

- **Delivery Route:** Road widths, grades, curves, turning radii, intersections, bridges, culverts, cattle guards, overhead utilities, roadway surfaces, weight limitations, vertical and horizontal clearances, and other conditions affecting transportation of the modular unit.
- **Homesite Access:** Existing driveways and access roads shall be evaluated for width, grade, surface condition, turning radius, load-bearing capacity, and ability to accommodate semi-trucks, trailers, cranes, and other required construction equipment.
- **Temporary Access Improvements:** The Design-Build Firm shall identify any temporary grading, widening, stabilization, aggregate placement, culvert protection, temporary crossings, or other improvements determined necessary for delivery and construction access.
- **Truck Maneuvering and Staging:** Adequate areas shall be identified for truck entry, turning, backing, unloading, staging, and departure.
- **Crane Access and Setup:** The Design-Build Firm shall evaluate proposed crane locations, setup areas, outriggers, working radius, lifting requirements, ground conditions, overhead obstructions, underground utilities, and other conditions affecting crane operations.
- **Site Grading:** Grading necessary for delivery access, crane setup, modular-unit placement, foundation construction, drainage, and permanent access shall be identified and incorporated into the site-specific design, as applicable.
- **Utilities and Obstructions:** Existing overhead and underground utilities that may affect transportation, crane operations, excavation, or placement of the modular unit shall be identified and coordinated with the applicable utility provider.
- **Right-of-Way and Property Limitations:** The Design-Build Firm shall verify that proposed staging areas, crane locations, temporary construction access, and other construction activities are within authorized areas. Any additional right-of-way, easement, land-use authorization, or property access determined necessary shall be identified and coordinated with NHA **prior to performing work within such areas.**
- **Environmental and Archaeological Limits:** Construction activities, temporary access improvements, staging, and grading shall remain within areas authorized for disturbance and covered by applicable environmental and archaeological clearances. Any proposed disturbance outside approved areas shall be identified to NHA and shall not proceed without the required authorization or clearance. The RFP identifies environmental and archaeological clearances for the listed project locations.
- **Delivery and Installation Planning:** Prior to delivery, the Design-Build Firm shall coordinate the delivery route, equipment requirements, staging, crane setup, anticipated site improvements, utility conflicts, safety requirements, and other conditions necessary for delivery and installation.
- The Design-Build Firm shall coordinate modular-unit dimensions, transportation equipment, crane requirements, foundation design, site conditions, and delivery requirements with the applicable modular manufacturer as part of the Design-Build process.
- **NHA is therefore not providing a blanket representation that no grading or access-related work will be required outside the immediate house construction area.** Any

required work outside the authorized homesite lease or approved construction area shall be identified during the assessment and design process and shall require the applicable NHA, landowner, right-of-way, environmental, archaeological, utility, or other authorization **before such work proceeds.**

- Costs associated with reasonably anticipated transportation, delivery, authorized site access, staging, crane operations, setting, and installation shall be incorporated into the applicable Project cost.

12. Are all utilities brought to the property boundary?

NHA Response: Water, sewer, electrical, and other applicable utility services shall be coordinated and connected to each modular unit as required for the respective project site and in accordance with the RFP, approved design, applicable utility-provider requirements, and Contract Documents.

The Design-Build Firm shall verify the **location, availability, capacity, condition, and connection requirements** of the existing utilities serving each site and coordinate with the applicable utility providers regarding service connections, meter locations, electrical service requirements, panel orientation, utility stub-outs, and other applicable connection requirements.

Where the applicable utility provider has already established the required **electrical service location, meter location, panel orientation, or utility stub-out location**, the Design-Build Firm shall verify those requirements with the provider and incorporate them into the modular-unit design, site design, and construction documents. Where these requirements have not yet been established, the Design-Build Firm shall coordinate with the applicable utility provider to determine the required locations and connection requirements prior to finalizing the applicable design.

Proposers shall therefore **not assume that all utility connection locations, stub-outs, service approvals, or provider requirements have already been finalized for every site.** These conditions shall be verified and coordinated as part of the Design and Existing Infrastructure Assessment process.

13. Just looking through the package and have a few questions

The addendum says The Design Build Firm shall provide either a (1) one bedroom/ (1) one bathroom or a studio type unit from each of the (4) four engaged modular firms and shall design, furnish, manufacture, delivery and install approved sample units.

Is it the intent of NHA to get a “model” set in place for your team to show to potential owners?

NHA Response: Yes, in part. The Demonstration Units are intended to provide NHA with completed, operational examples of the modular housing systems being proposed; however, they are not intended solely as temporary “model homes” or manufacturer display units.

As established by Addendum No. 1, each Demonstration Unit shall be representative of the modular construction type and production standards anticipated for the Project and shall be completed to a **finished and operational condition**. The units will allow NHA to evaluate the proposed systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, performance, and overall quality prior to subsequent production.

The Demonstration Units may also be used by NHA for **demonstration, stakeholder engagement, training, evaluation, occupancy, operational use, and stakeholder review**, consistent with Addendum No. 1. Accordingly, NHA may use the units to provide prospective clients, occupants, stakeholders, and other interested parties an opportunity to view and

understand the housing types, features, materials, systems, and standards being considered for subsequent production.

The Demonstration Units are therefore **permanent Contract deliverables rather than temporary model homes**. Following final acceptance, the units shall become the property of NHA unless otherwise specified in the Contract Documents and may remain available for NHA's authorized demonstration, training, evaluation, occupancy, operational, and stakeholder-engagement purposes.

14. Are you asking for a price of a model to be include in the RFP response somewhere?

NHA Response: No. Proposers are not being requested to include a fixed purchase or construction price for the four (4) Demonstration Units as part of the initial RFP proposal, unless otherwise specifically required by the Cost Fee Proposal requirements.

The initial proposal shall include the applicable **Design and Preconstruction fees and pricing information required by the RFP**, including the professional services necessary to develop, design, coordinate, evaluate, and establish the scope and pricing for the Demonstration Units.

Following award and sufficient development of the Demonstration Unit design, manufacturer coordination, site requirements, utility requirements, transportation and installation requirements, and other applicable scope, the selected Design-Build Firm shall develop and submit **GMP No. 1 – Demonstration Units** for NHA review and written approval.

GMP No. 1 shall establish the construction-related costs necessary to furnish, manufacture, transport, deliver, install, connect, commission, and complete one (1) Demonstration Unit from each of the four (4) NHA-approved modular manufacturers.

Accordingly, proposers should **not attempt to establish a fixed Demonstration Unit construction price based on incomplete design and scope information at the initial proposal stage**. The applicable Demonstration Unit construction costs will be developed through the Design-Build process and incorporated into GMP No. 1 following sufficient development and NHA approval of the scope.

15. Does the “model” get paid under progressive payment terms, or is to be a lump sum ?

NHA Response: No. Proposers are not being requested to include a fixed purchase or construction price for the four (4) Demonstration Units as part of the initial RFP proposal, unless otherwise specifically required by the Cost Fee Proposal requirements.

The initial proposal shall include the applicable **Design and Preconstruction fees and pricing information required by the RFP**, including the professional services necessary to develop, design, coordinate, evaluate, and establish the scope and pricing for the Demonstration Units.

Following award and sufficient development of the Demonstration Unit design, manufacturer coordination, site requirements, utility requirements, transportation and installation requirements, and other applicable scope, the selected Design-Build Firm shall develop and submit **GMP No. 1 – Demonstration Units** for NHA review and written approval.

GMP No. 1 shall establish the construction-related costs necessary to furnish, manufacture, transport, deliver, install, connect, commission, and complete one (1) Demonstration Unit from each of the four (4) NHA-approved modular manufacturers.

Accordingly, proposers should **not attempt to establish a fixed Demonstration Unit construction price based on incomplete design and scope information at the initial proposal stage**. The applicable Demonstration Unit construction costs will be developed

through the Design-Build process and incorporated into GMP No. 1 following sufficient development and NHA approval of the scope.

16. Is the “model” separate from the addresses listed in the RFP?

NHA Response: Yes. The four (4) Demonstration Units required by Addendum No. 1 are separate from the thirty-three (33) modular housing units and scattered-site addresses identified in the RFP.

The four (4) Demonstration Units shall be **delivered and installed at the NHA DCSD Area Complex in Fort Defiance, Arizona, at locations designated by NHA**, unless otherwise directed in writing by NHA.

The Demonstration Units are not assigned to, and shall not be counted as, any of the thirty-three (33) scattered-site housing units identified in the RFP. They are separate Contract deliverables intended to allow NHA to evaluate the proposed modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, performance, and overall quality prior to authorization of subsequent production. Addendum No. 1 establishes the Demonstration Unit evaluation process before additional production.

The thirty-three (33) modular housing units identified in the RFP shall remain associated with their respective scattered-site locations and shall be developed through the subsequent Design-Build design and production process.

Accordingly, the Project includes **four (4) Demonstration Units in addition to the thirty-three (33) scattered-site modular housing units, for a potential total of thirty-seven (37) modular units**, subject to NHA authorization, approved GMP(s), and the Contract Documents.

The Design-Build Firm shall coordinate the **site assessment, placement, utility requirements, delivery, staging, installation, and commissioning** of the four (4) Demonstration Units at the NHA DCSD Area Complex with NHA as part of the Design and Preconstruction process.

The Demonstration Units shall not be substituted for, credited against, or otherwise counted toward any of the thirty-three (33) scattered-site units unless specifically authorized otherwise in writing by NHA

17. Addendum 1. I don’t understand something. In Paragraph 2, referencing the sample unit, the Addendum states, “.. .from each of the (4) four engaged modular firms...”

I don’t find any reference to “engaged modular firms” in the RFP. Can you please explain?

NHA Response: The reference in Addendum No. 1 to “four (4) engaged modular firms” does not mean that NHA has previously selected, contracted with, pre-approved, or engaged four specific modular manufacturers. No four modular manufacturers are identified in the RFP, and NHA has not designated specific firms for proposers to use.

The intent of the Demonstration Unit process is to provide NHA with **four (4) completed Demonstration Units** through which different modular housing solutions, configurations, systems, materials, finishes, equipment, accessibility features, functionality, durability, maintainability, and overall quality can be evaluated before authorization of subsequent production. This process is intended to assist NHA in evaluating housing solutions capable of responding to the **different and varying housing needs of Navajo individuals and families**. Addendum No. 1 establishes the Demonstration Units for evaluation, stakeholder engagement, training, and operational purposes.

Four (4) Demonstration Units remain required. However, NHA is clarifying that the four Demonstration Units are not required to be furnished by four different modular manufacturers.

The selected Design-Build Firm may propose **one (1) qualified modular manufacturer or multiple qualified modular manufacturers** to provide the four (4) required Demonstration Units, provided the proposed manufacturer(s) can demonstrate the qualifications, capacity, product capabilities, construction systems, quality standards, production capability, transportation and installation capability, warranties, and other requirements necessary to successfully perform the Work.

Where a single modular manufacturer is proposed to provide all four (4) Demonstration Units, the Design-Build Firm shall demonstrate that the manufacturer has sufficient **product range, design flexibility, production capacity, and technical capability** to provide four Demonstration Units that meaningfully demonstrate the different housing solutions and standards NHA intends to evaluate. The four units should not merely duplicate the same demonstration unless otherwise approved by NHA.

Consistent with the RFP, the Design-Build Firm shall remain responsible for identifying and prequalifying the proposed modular manufacturer(s) based upon applicable project considerations, including experience, warranties, pricing transparency, manufacturing coordination, production timelines, transportation, and other requirements necessary to successfully perform the Work. The RFP recognizes that multiple modular manufacturers **may** be needed depending upon client needs and Project requirements.

Proposers are therefore **not required to identify, engage, or have under contract four (4) separate modular manufacturers at the time of proposal submission**. The proposer shall instead demonstrate its qualifications, resources, industry relationships, manufacturer coordination strategy, and ability to obtain the modular manufacturing capacity and product diversity necessary to successfully deliver the Project.

Following award, as part of the Design and Preconstruction process, the selected Design-Build Firm shall identify and prequalify the proposed manufacturer(s) for **NHA review and written approval** prior to proceeding with the Demonstration Units.

NHA's review and approval of a proposed modular manufacturer shall not constitute NHA's selection or engagement of that manufacturer and shall not relieve the Design-Build Firm of responsibility for the manufacturer's qualifications, performance, design integration, manufacturing, transportation, delivery, installation, coordination, warranties, or compliance with the Contract Documents.

One thing I would **not change** is the Addendum No. 1 requirement that each demonstration be a **one-bedroom/one-bathroom or studio-type unit**, unless NHA deliberately wants to amend that too.

18. The scattered sites have BIA and/or NDOT roads, who handles and road grading, fill, and expansion to roads if needed? Is there a budget and a time allotment for this work?

NHA Response: NHA Response: The Design-Build Firm shall evaluate existing road and site-access conditions as part of the site assessment, constructability review, and modular delivery planning process and determine whether temporary or permanent access improvements are necessary to safely transport, deliver, stage, and install the modular units.

Where existing access is inadequate, the Design-Build Firm shall identify the extent of any required **road widening, grading, stabilization, aggregate placement, culvert improvements or protection, temporary access, turning areas, staging areas, or other access-related improvements** necessary to perform the Work.

Proposers shall **not assume that NHA has established a separate road-expansion budget or separate time allowance for such work**. The RFP does not identify a separate allowance specifically for road expansion. Reasonably anticipated access and delivery requirements

within the authorized Project scope shall be identified during the Design-Build assessment and cost-development process and incorporated into the applicable design, Project schedule, and GMP, as appropriate.

Where the Design-Build Firm determines that required access improvements would extend **outside the authorized homesite lease, existing right-of-way, or approved construction/disturbance area**, the Design-Build Firm shall identify the condition and coordinate with NHA prior to proceeding. Any additional right-of-way, easement, land-use authorization, environmental or archaeological clearance, governmental approval, or other authorization required for such work shall be identified and obtained or coordinated, as applicable, before the affected work proceeds.

The Design-Build Firm shall also evaluate the potential schedule impact of required access improvements and incorporate reasonably anticipated work and coordination into its Project schedule.

No separate extension of the 180-calendar-day Contract duration is being established for road or access improvements by this clarification. The overall Contract duration remains as established by Addendum No. 1. Any request for additional Contract Time arising from conditions outside the Design-Build Firm's control shall be evaluated by NHA in accordance with the Contract requirements.

19. Regarding the design build contract; is it NHA's understanding that the architect or stamp is usually coming from the factory?

NHA Response: No. The RFP does not establish that the Architect of Record or required professional architectural and engineering stamps will necessarily be provided by the modular manufacturer or factory.

This is a **Design-Build procurement**, and the Design-Build Firm is responsible for providing a complete, coordinated, code-compliant design for the Project, including the architectural and engineering services and professional certifications required by the RFP and Contract Documents. The RFP requires complete construction documents and applicable professional architectural and engineering stamps and seals.

A modular manufacturer may provide **manufacturer-specific or proprietary design and engineering** associated with its modular building system, including structural, mechanical, electrical, plumbing, or other components incorporated into the factory-built unit, where appropriate. Any such documents shall be prepared and sealed by appropriately qualified professionals where required.

However, manufacturer-provided design or engineering **does not relieve the Design-Build Firm of responsibility for the complete and coordinated Project design**. The Design-Build Firm and its design professionals shall be responsible for coordinating the modular-unit design with the site-specific requirements, including foundations, civil and grading design, drainage, utilities and service connections, accessibility and reasonable accommodations, site conditions, transportation and installation requirements, and other applicable Project requirements.

The RFP specifically requires applicable professional engineering seals for the civil/grading, mechanical, electrical, plumbing, structural, soils, and other required design disciplines.

Accordingly, NHA is **not prescribing that the required architect or professional stamps originate from the modular factory**. The Design-Build Firm shall determine the appropriate allocation of design responsibilities between its A/E team and the modular manufacturer, provided that all required professional services are performed by appropriately qualified and

licensed professionals and the final design is fully coordinated and compliant with the RFP and Contract Documents.

The Design-Build Firm remains the single point of responsibility to NHA for coordination and completeness of the overall design, regardless of whether portions of the modular-unit design are prepared by the Design-Build Firm's A/E team or by design professionals associated with the modular manufacturer.

20. Is it NHA's understanding that the factory architects do not review AIA pay apps or operational or project information? As they only stamp or sign final design.

NHA Response: NHA does not utilize AIA pay applications as the governing payment documentation for this Project. Applications for payment and Contract payment administration shall be processed using the applicable NHA and HUD forms and documentation required by the RFP and Contract Documents, including the required Schedule of Amounts for Contract Payment and supporting documentation.

The RFP does not establish that a modular manufacturer's architect or design professional is responsible for reviewing or certifying AIA pay applications, nor does it establish that the manufacturer's architect is responsible for overall project administration.

The Design-Build Firm remains responsible for overall Contract administration and coordination, including preparation and submission of payment documentation, cost and schedule information, coordination of subcontractors and modular manufacturers, and other project information required by the Contract Documents.

The role of the modular manufacturer's architect, engineer, or other design professional shall relate to the **professional design services for which that professional is responsible**, including preparation, review, coordination, certification, and sealing of applicable design documents as required. The RFP requires complete construction documents and applicable professional architectural and engineering stamps and seals.

Manufacturer-associated design professionals shall coordinate their respective design responsibilities with the Design-Build Firm and its design team. Their involvement shall **not be interpreted as transferring overall project administration, payment administration, schedule management, cost control, or Design-Build coordination responsibilities from the Design-Build Firm.**

Accordingly, NHA is **not requiring a factory architect to review AIA pay applications**, because AIA pay applications are not the payment mechanism identified by the RFP. Payment requests shall be administered in accordance with the applicable **NHA/HUD payment requirements and Contract Documents.**

I would **not include the bidder's statement that factory architects "only stamp or sign final design."** The documents don't support that limitation. In fact, the RFP requires design documents at **65%, 95%, and final stages with appropriate professional stamps/seals**, which indicates professional design responsibility is broader than simply applying a stamp at the end.

21. What level of civil contracting is expected on the home sites?

NHA Response: The specific level of civil construction required at each homesite has not been predetermined by NHA and will vary based upon the existing conditions and requirements of each individual site.

As part of the Design-Build process, the Design-Build Firm shall evaluate the existing site and infrastructure conditions and develop the civil scope necessary to support the proposed modular home and associated site improvements. The RFP requires evaluation and

coordination of existing infrastructure, utilities, transportation/access, and other site-specific conditions.

The required civil work shall therefore be established on a **site-by-site basis** through the assessment, survey, design, utility coordination, and constructability process. The RFP also requires applicable civil/grading design and professional engineering documentation and seals.

Proposers should **not assume a uniform or predetermined civil construction scope for all homesites**. The Design-Build Firm shall identify the required civil improvements for each location during the Design and Preconstruction process and incorporate the approved scope and associated costs into the applicable design documents, cost estimate, schedule, and GMP.

NHA is therefore **not establishing a specific quantity or level of civil contracting at this time**, as that determination is dependent upon verification of actual site conditions and development of the approved design.

22. What is the estimated construction budget?

NHA Response: NHA does not disclose budget information.

23. Can I get a copy of the plan holders list

NHA Response: This solicitation is a Design-Build Request for Proposals and does not include a completed set of construction plans issued for bidding. The selected Design-Build Firm will be responsible for developing the required design and construction documents as part of the Design-Build process.

Accordingly, NHA is **not maintaining a traditional construction plan holders list associated with issued plans and specifications** for this solicitation.

Any list maintained by NHA Procurement of firms that received the RFP, attended a pre-proposal meeting, requested solicitation information, or otherwise expressed interest in the procurement should not be interpreted as a plan holders list or as a list of qualified or prospective proposers.

All proposers are responsible for obtaining and reviewing the RFP and all issued Addenda and for submitting their proposal in accordance with the solicitation requirements.

24. Do you have Union Requirements?

NHA Response: No specific union labor requirement is established by PCD RFP #007 or the issued Addenda.

The RFP does not require the Design-Build Firm, modular manufacturer, subcontractors, or other project participants to be union contractors or to utilize union labor as a condition of proposing or performing the Work.

The selected Design-Build Firm shall, however, comply with all **applicable federal, Navajo Nation, NHA, funding-source, labor, wage, licensing, employment preference, and other Contract requirements** applicable to the Project.

Proposers should therefore **not interpret the absence of a union requirement as a waiver of any other labor, wage, employment preference, or regulatory requirements** that may apply to the Work.

25. The updated addendum schedule changes the completion to 180 days from NTP. Does that mean 180 days to completion of phase 1 DESIGN only or are all 33 units to be constructed and installed and completed now within 180 days?

NHA Response: The 180-calendar-day duration established by Addendum No. 1 applies to the overall Design-Build Contract and is not limited to Phase 1 Design services. Addendum No. 1 requires the total Design-Build Contract duration to not exceed 180 calendar days from the Notice to Proceed (NTP), with 100% completion within that period.

Accordingly, the Design-Build Firm shall plan for the **design, preconstruction, procurement, manufacturing, site preparation, delivery, installation, utility coordination, construction, and completion of the Project within the established Contract duration**, including the required modular units and associated Project Work authorized under the Contract.

The 180-day schedule is based upon the efficiencies available through the **Design-Build delivery method**, which allows appropriate activities to proceed concurrently rather than requiring all design activities to be fully completed before procurement, manufacturer coordination, site preparation, and other construction-related activities begin. The original RFP specifically recognizes that Project activities may be executed concurrently as needed.

The Design-Build Firm is therefore expected to develop an integrated Project schedule that identifies the critical path and appropriately overlaps activities such as site assessment, design development, utility and agency coordination, manufacturer coordination, procurement, modular manufacturing, site preparation, and other Work where practical and permissible. The RFP requires the Design-Build Firm to provide and maintain a **cost-loaded CPM schedule** for the Project.

The 180-calendar-day requirement should not be interpreted as providing 180 days for design followed by an additional construction period. The Design-Build Firm shall demonstrate through its proposed approach and Project schedule how the complete Design-Build scope will be accomplished within the Contract duration.

26. Additionally, do you guys have an idea of when the contract is going to be awarded? Which quarter?

NHA Response: NHA currently anticipates completing the procurement and contract award process during the first quarter of NHA's 2027 fiscal year, subject to completion of the required proposal evaluation, responsibility determination, selection, and NHA approval processes.

Based on the current procurement schedule, proposal evaluation and selection activities are anticipated to occur during October 2026, followed by the applicable NHA approval and contract execution process. The current schedule identifies the Board of Commissioners meeting for **November 19–20, 2026**, with ICEO signature activities anticipated between **November 23 and December 7, 2026**.

Accordingly, NHA is presently targeting **contract award and execution in November/December 2026**, subject to completion of all required reviews and approvals. These dates are anticipated and may be adjusted as necessary to complete the procurement process.

The 180-calendar-day Contract duration will commence from the Notice to Proceed (NTP), not from the proposal due date or anticipated award date.

27. Do you need to add us to the plan holders list so future addenda come to us directly? NHA Response: No. This procurement is a **Design-Build Request for Proposals and does not utilize a traditional construction planholders list associated with issued plans and specifications**. Proposers are responsible for obtaining and reviewing the RFP and all officially issued Addenda, clarifications, and other solicitation information through NHA's established procurement process and for acknowledging all applicable Addenda as required by the RFP. NHA may maintain

contact or distribution information for firms that have expressed interest in the solicitation; however, inclusion on such a list **does not relieve a proposer of its responsibility to monitor the solicitation for Addenda or other official updates.** Therefore, a proposer does not need to be added to a traditional planholders list in order to submit a proposal. All official Addenda issued by NHA become part of the solicitation and shall be reviewed and acknowledged by the proposer as required.

28. The Business and Contracting page lists both PCD IFB #007 and PCD RFP #007 for this scope. Which document governs, and is the award made on price or on the published evaluation criteria?

NHA Response: Refer to Section I, General Information, Section Number 23. Selection of the Design Build Firm(s) and Section IV – Rating System on Evaluation Criteria. PCD RFP #007 – Design Build Construction Services of Modular Homes for Scattered Sites is the governing solicitation for this procurement. The reference to “PCD IFB #007” on the NHA Business and Contracting webpage is not intended to establish a separate Invitation for Bids for this scope and should not be relied upon as the governing procurement document.

This procurement is being conducted as a **Request for Proposals (RFP) for Design-Build services.** Proposals will be evaluated in accordance with the **published evaluation criteria contained in PCD RFP #007**, including the required technical, qualifications, experience, approach, capacity, cost/fee, and other applicable evaluation factors identified in the solicitation.

Accordingly, **award is not based solely upon the lowest proposed price.** Selection will be made through the competitive proposal evaluation process established by the RFP and applicable NHA procurement requirements.

PCD RFP #007 and all officially issued Addenda govern this procurement. To the extent the NHA Business and Contracting webpage identifies the solicitation as an “IFB,” that reference should be read as **PCD RFP #007** for this procurement.

29. Is the RFP open to HUD code manufactured housing, or is it limited to modular homes built to the state and local building code? We are pricing modular and want to be sure we are comparing like for like

NHA Response: PCD RFP #007 is specifically for modular homes. HUD-code manufactured housing is not identified in the RFP as an alternative or substitute for the modular construction required by the solicitation.

For purposes of this procurement, proposers shall distinguish between **modular construction** and **HUD-code manufactured housing.** The modular units proposed under this RFP shall be designed, engineered, manufactured, delivered, installed, and completed in accordance with the applicable building codes, professional design requirements, and other governing requirements identified in the RFP and Contract Documents.

The RFP requires the Design-Build Firm to provide complete and coordinated construction documents and applicable professional architectural and engineering stamps and seals. The RFP further requires applicable professional engineering seals for civil/grading, mechanical, electrical, plumbing, structural, soils, and other required design disciplines.

Accordingly, proposers pricing this Project should base their proposals on **modular residential construction as required by PCD RFP #007 and its Addenda. HUD-code manufactured homes should not be priced or proposed as a substitute for the required modular homes.**

This clarification is intended to ensure that proposals are developed and evaluated on a **like-for-like modular construction basis** consistent with the requirements of the RFP

30. Does the Housing Authority pay for stored materials, meaning homes completed, insured and tagged to the project in the plant, before they are set on site? It materially affects how the schedule is financed and therefore what we can price

NHA Response: Yes. The RFP provides for payment of eligible stored materials, including materials stored off-site, subject to the requirements of the Contract Documents and NHA approval. The RFP requires materials stored off-site to be appropriately bonded and insured. For modular units being manufactured or completed at an off-site manufacturing facility, payment prior to delivery and installation may therefore be considered as **payment for stored materials**, provided the applicable Contract requirements have been satisfied.

Payment is **not automatic solely because a modular unit has been completed, insured, or tagged to the Project at the manufacturing facility**. The RFP requires supporting documentation for approval of stored-material payments, including applicable submittals, the Schedule of Values, bills of lading, verification of the quality and condition of the stored materials, and other required documentation.

The Design-Build Firm shall establish the proposed manufacturing and payment breakdown through the applicable **Schedule of Values and Contract payment documentation**, identifying appropriate values associated with manufacturing, stored materials, transportation, delivery, installation, and other Work, as applicable.

Accordingly, proposers may account for the RFP's stored-material payment provisions when developing their **manufacturing schedule, cash-flow requirements, and pricing**, but should not assume that NHA will pay the full value of a completed modular home while it remains at the manufacturing facility. Payment will be based upon the value of eligible Work and stored materials properly documented and approved in accordance with the Contract Documents.

31. Preconstruction versus GMP: Please confirm that the October 8 Exhibit I Cost Fee Proposal is limited to preconstruction activities, with the cost of purchasing/manufacturing the production modular units and construction/site work to be submitted later as the second-step Guaranteed Maximum Price (GMP).

NHA Response: Yes, with clarification. The Exhibit I Cost Fee Proposal submitted with the initial proposal is not intended to establish the Guaranteed Maximum Price (GMP) for the manufacture, purchase, delivery, installation, and construction of the production modular units and associated site construction.

Exhibit I shall include the **fees, rates, and other cost information required by the RFP** for the Design-Build services identified in the solicitation. Proposers shall complete Exhibit I in accordance with the RFP and should not interpret the initial Cost Fee Proposal as requiring a final construction price for the production modular units before completion of the applicable assessment, design, manufacturer coordination, site investigation, utility coordination, constructability review, and cost-development activities.

The RFP provides that the **GMP for construction services will be submitted in the second step** of the Design-Build process. The RFP further contemplates development and negotiation of the GMP as the design and construction documents are developed.

Accordingly, the costs associated with the **purchase/manufacture of the production modular units and the applicable construction, site, foundation, utility, transportation, delivery, installation, and related construction Work** will be developed through the Design-Build process and incorporated into the applicable GMP(s) for NHA review and approval prior to authorization of the applicable construction Work.

Therefore, proposers should not include a final production construction GMP in the initial Exhibit I Cost Fee Proposal unless specifically required by the RFP. The initial proposal shall provide the cost and fee information required by Exhibit I, with the construction GMP developed and submitted during the subsequent Design-Build process in accordance with the RFP.

32. Published project value: Third-party project intelligence lists an approximately \$3.5 million project value. Is that figure an NHA-established budget or Total Development Cost allocation for this procurement, or should proposers rely solely on the RFP/TDC requirements and later GMP process?

NHA Response: No. NHA has not established or published an approximately \$3.5 million construction budget or Total Development Cost (TDC) allocation within PCD RFP #007 for proposers to use as the Project construction budget.

NHA does not rely upon third-party project intelligence sources to establish the requirements, budget, or pricing parameters for this procurement. NHA therefore cannot confirm the basis, methodology, or accuracy of the approximately \$3.5 million project value reported by a third-party source, and that figure should **not be relied upon for purposes of preparing a proposal under PCD RFP #007.**

Proposers shall rely upon the **RFP, issued Addenda, applicable NHA/HUD TDC requirements, and the requirements of the Contract Documents** in developing their proposals. The RFP addresses applicable TDC limitations as part of the Design-Build process. The construction scope and associated costs will be developed and validated through the **assessment, design, preconstruction, manufacturer coordination, site and utility evaluation, estimating, and cost-development process.** The RFP provides that the GMP for construction services will be submitted in the second step.

Accordingly, the approximately **\$3.5 million third-party project value is not an NHA-established construction budget, GMP, or TDC allocation for this solicitation.**

Proposers should base their proposals on the requirements of PCD RFP #007 and its Addenda, with the applicable construction GMP(s) subsequently developed in accordance with the Design-Build process.

33. Four demonstration/sample units: Addendum No. 1 requires a one-bedroom/one-bath or studio unit from each of four engaged modular firms. Are these four demonstration units in addition to the 33 production units, or are they intended to become part of the 33-unit program after approval?

NHA Response: The four (4) Demonstration Units required by Addendum No. 1 are in addition to the thirty-three (33) production modular homes identified in the RFP and are not intended to reduce or be counted toward the 33 scattered-site units.

The purpose of the Demonstration Units is to allow NHA to evaluate the proposed modular housing systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality **prior to subsequent production.** Addendum No. 1 further provides for stakeholder walkthroughs, demonstrations, training, evaluation, and establishment of standards and acceptance criteria for subsequent production.

Accordingly, the Project shall be understood to include **four (4) Demonstration Units plus the thirty-three (33) scattered-site production units**, for a potential total of **thirty-seven**

(37) modular units, subject to the Design-Build process, NHA authorization, approved design, applicable GMP(s), and the Contract Documents.

The four Demonstration Units shall remain NHA property following final acceptance unless otherwise specified and may be used by NHA for demonstration, training, evaluation, occupancy, operational use, and stakeholder review as provided in Addendum No. 1.

The Demonstration Units shall not substitute for, be credited against, or otherwise reduce the thirty-three (33) production units unless NHA specifically authorizes such a change in writing.

34. Demo-unit pricing: Should design, manufacture, delivery, installation and related costs for the four demonstration units be included in the initial Exhibit I preconstruction proposal, included in the later GMP, or priced separately?

NHA Response: The initial Exhibit I Cost Fee Proposal shall include the applicable Design and Preconstruction fees, rates, and professional services required by the RFP, including the professional services necessary to develop, design, coordinate, estimate, and establish the scope and pricing for the four (4) Demonstration Units.

The **actual construction-related costs** associated with furnishing, manufacturing, transporting, delivering, installing, connecting, commissioning, and completing the Demonstration Units are not required to be established as a final construction price in the initial Exhibit I Cost Fee Proposal. The RFP provides that the GMP for construction services will be developed and submitted in the second step of the Design-Build process.

NHA clarifies that the Project may utilize a separate GMP or multiple GMPs as appropriate to facilitate the efficient delivery of the Project. For example, NHA may authorize a separate GMP for the four (4) Demonstration Units and subsequently authorize one or more additional GMPs for the thirty-three (33) production modular units, site improvements, utilities, foundations, delivery and installation, and other associated construction Work.

The use of multiple GMPs is intended to allow portions of the Work that have been sufficiently designed, coordinated, priced, and approved to proceed without requiring NHA and the Design-Build Firm to delay all construction activities until every component of the Project has reached the same level of development. Each GMP shall clearly identify the **scope of Work, cost, schedule, assumptions, allowances, and other applicable pricing information** associated with the Work being authorized.

Approval of a Demonstration Unit GMP or other early GMP **does not constitute authorization for the remaining production Work.** Subsequent production or construction Work shall proceed only following the applicable design development, cost validation, NHA review and approval, and authorization under the applicable GMP and Contract Documents.

Accordingly, proposers should distinguish between **(1) the Design and Preconstruction services included in the initial Exhibit I Cost Fee Proposal and (2) the construction costs subsequently established through one or more GMPs.** The final number and packaging of GMPs will be determined during the Design-Build process based upon the development of the Project and NHA's authorization of the Work.

35. Four modular manufacturers: Does Addendum No. 1 require every proposer to identify and engage exactly four modular manufacturers at proposal submission, or may the Design-Builder identify/prequalify manufacturers after award subject to NHA approval?

NHA Response: No. Proposers are not required to identify, engage, or have under contract exactly four (4) modular manufacturers at the time of proposal submission.

NHA clarifies that the reference in Addendum No. 1 to “**four engaged modular firms**” was intended to establish the requirement for **four (4) Demonstration Units** for NHA's evaluation and was not intended to require every proposer to have contractual commitments with four separate modular manufacturers at proposal submission. Addendum No. 1 requires the Demonstration Units to allow NHA to evaluate modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality prior to subsequent production.

Consistent with the RFP, the **Design-Build Firm is responsible for identifying and prequalifying the modular manufacturer(s)** based upon applicable Project requirements, including experience, warranties, pricing transparency, manufacturing coordination, production timelines, transportation, and other relevant qualifications. The RFP recognizes that multiple modular manufacturers **may be needed depending upon client needs and/or Project requirements**.

Accordingly, the selected Design-Build Firm may identify and prequalify the proposed modular manufacturer(s) **following award as part of the Design and Preconstruction process**, subject to NHA review and approval before authorization of the applicable manufacturing and construction Work.

Four (4) Demonstration Units remain required; however, four (4) different modular manufacturers are not required. A single qualified modular manufacturer may be proposed to provide all four Demonstration Units if the Design-Build Firm demonstrates that the manufacturer has sufficient qualifications, product range, design flexibility, production capacity, quality standards, transportation and installation capability, warranties, and other capabilities necessary to satisfy the Demonstration Unit and overall Project requirements.

The Design-Build Firm remains responsible for the qualifications, performance, coordination, design integration, manufacturing, transportation, delivery, installation, warranties, and Contract compliance of any manufacturer it proposes. **NHA review or approval of a manufacturer does not transfer that responsibility from the Design-Build Firm to NHA.**

- 36.** Manufacturer substitutions: If a modular manufacturer identified in the proposal later cannot meet final pricing, schedule, capacity or NHA requirements, may the Design-Builder propose a substitute manufacturer, subject to NHA written approval and demonstration of equal or greater qualifications?

NHA Response: Yes, subject to NHA review and written approval. If a modular manufacturer identified by the Design-Build Firm is subsequently unable to satisfy the Project's final pricing, schedule, production capacity, quality, warranty, transportation, installation, or other applicable requirements, the Design-Build Firm may propose a substitute modular manufacturer.

Any proposed substitute shall be **prequalified by the Design-Build Firm in accordance with the requirements of the RFP** and shall demonstrate qualifications and capabilities sufficient to meet the applicable Project requirements, including experience, warranties, pricing transparency, manufacturing and production capability, schedule, transportation, coordination, and other requirements identified in the RFP.

A substitution shall **not be automatic** and shall not proceed without NHA's written approval. The Design-Build Firm shall provide sufficient information for NHA to evaluate the proposed substitute and demonstrate that the substitution will not adversely affect the approved design,

quality, performance, accessibility requirements, schedule, applicable GMP, warranties, or other Contract requirements.

Approval of a substitute manufacturer shall **not relieve the Design-Build Firm of responsibility** for the manufacturer or for the complete and coordinated performance of the Work. Any cost or schedule impact associated with a proposed substitution shall be identified and addressed in accordance with the Contract Documents prior to authorization.

NHA's approval of a manufacturer substitution does not constitute NHA's assumption of responsibility for the manufacturer's performance.

37. Consultant/key-person substitutions: Please confirm the process for post-submission or post-award substitution of architects, engineers, geotechnical firms, surveyors or other key participants. May an equal or more qualified replacement be proposed with NHA written approval?

NHA Response: The architects, engineers, geotechnical consultants, surveyors, subcontractors, and other Key Personnel identified in the proposal are considered part of the Design-Build Firm's proposed Project team and may be considered by NHA as part of the proposal evaluation. The RFP requires proposers to identify Key Personnel, organizational structure, availability, and applicable subcontractors proposed for the Project.

Accordingly, following proposal submission, the Design-Build Firm shall **not make a material substitution of identified Key Personnel or key consultants without prior written notice to and approval by NHA.**

If a proposed team member or consultant becomes unavailable or a substitution is otherwise necessary, the Design-Build Firm may submit a proposed replacement to NHA for review. The Design-Build Firm shall provide sufficient information regarding the proposed replacement's **qualifications, experience, professional licensing or registration, availability, assigned responsibilities, and ability to satisfy the applicable RFP and Project requirements.**

NHA will review the proposed substitution based upon the requirements of the RFP, the responsibilities of the position or discipline being replaced, and the qualifications and capability necessary to successfully perform the Work. **NHA written approval shall be obtained before the proposed replacement assumes the applicable Project responsibilities.**

Any approved substitution shall not relieve the Design-Build Firm of responsibility for providing the complete professional services, coordination, design, certifications, professional seals, and other deliverables required by the Contract Documents.

The RFP does not establish a separate "equal or more qualified" substitution standard.

Rather, any proposed replacement must demonstrate qualifications and capabilities sufficient to perform the applicable responsibilities and satisfy the requirements of the RFP, subject to NHA review and written approval.

38. Commitment level at proposal: For proposed consultants and modular manufacturers, does NHA require executed subcontracts at proposal submission, or are letters of interest/commitment and authorization to identify the firms in the proposal acceptable pending final scope and fee negotiations?

NHA Response: The RFP does not require executed subcontracts with proposed consultants or modular manufacturers at the time of proposal submission, unless specifically required elsewhere in the solicitation.

For consultants and other Key Personnel identified as part of the proposed Design-Build team, the proposer shall provide the information required by the RFP demonstrating the proposed team's **qualifications, organizational structure, availability, responsibilities, and ability to perform the required services**. The RFP requires identification of Key Personnel and applicable subcontractors as part of the proposal.

For modular manufacturers, the Design-Build Firm is responsible for identifying and prequalifying the manufacturer(s) necessary to perform the Project. The RFP identifies considerations including experience, warranties, pricing transparency, manufacturing coordination, production timelines, transportation, and other applicable Project requirements. Where a proposer identifies a specific consultant, subcontractor, or modular manufacturer in its proposal, the proposer should have a **reasonable basis and authorization to represent that entity as part of its proposed team or Project approach**. A letter of interest, commitment, or other appropriate documentation may be provided to demonstrate the proposed entity's anticipated participation; however, an executed subcontract is not required at proposal submission unless expressly required by the RFP.

Final scopes of work, fees, contractual arrangements, and manufacturer coordination may be developed following award as part of the Design and Preconstruction process, subject to the requirements of the RFP, NHA review and approval where applicable, and development of the applicable GMP(s).

Identification of a consultant or manufacturer in the proposal does not relieve the Design-Build Firm of responsibility for providing all professional services, manufacturing capacity, coordination, and other resources necessary to complete the Project.

39. Survey scope: For the 33 scattered sites, should proposers assume a full legal/boundary and topographic survey at every site during preconstruction, or will NHA provide existing surveys/plats/control information that may reduce the field scope?

NHA Response: Proposers should not assume that a completely new full legal/boundary survey is automatically required at each of the thirty-three (33) scattered sites. NHA may have existing survey, plat, control, homesite lease, right-of-way, easement, and other land information available through the NHA Land Survey Department for use in developing the Project.

As part of the Design and Preconstruction process, the Design-Build Firm shall **review the existing information made available by NHA, verify applicable conditions in the field, and determine the additional survey work necessary to complete the design and construction documents for each site**. The RFP requires survey information necessary to address applicable topographic, legal/property, control, easement/right-of-way, site-layout, utility, and other Project requirements.

Existing NHA survey information may therefore be utilized where it is **adequate, applicable, and capable of being verified for the current Project**, which may reduce the amount of new field survey work required at an individual site. However, the availability of existing information does not relieve the Design-Build Firm or its qualified survey professionals from performing the field verification, supplemental surveying, or other survey services necessary to provide complete and accurate Project documents.

The RFP specifically contemplates coordination with the **NHA Land Survey Department for existing information**, together with the required field verification and final survey deliverables.

Accordingly, the survey scope shall be developed **on a site-by-site basis** during Design and Preconstruction. Proposers should account for the professional survey services necessary to evaluate existing information and perform the verification and supplemental work required by the RFP, rather than assuming that NHA is requiring a completely new legal/boundary survey at every location.

40. Geotechnical scope: Should proposers assume a separate geotechnical field investigation/report for each of the 33 sites, or may investigations be grouped or limited where existing data and site conditions support that approach?

NHA Response: Proposers should not assume that thirty-three (33) completely separate and duplicative geotechnical investigations and reports are automatically required at proposal submission. The RFP requires geotechnical investigation as part of the assessment and Design-Build process; however, the extent of the investigation necessary for each site shall be determined based upon the available information, actual site conditions, and the requirements of the proposed design.

As part of Design and Preconstruction, the Design-Build Firm and its qualified geotechnical professional shall first review **available existing geotechnical information, soils information, previous investigations, site conditions, proposed foundation requirements, and other relevant Project information** to determine what information can reasonably be relied upon or verified and what additional investigation is necessary.

The intent is to **avoid unnecessary duplication of professional services and field work**. For example, where adequate and applicable information already exists, NHA does not intend for the Design-Build Firm to automatically repeat the same investigation solely because it was performed previously. Likewise, where multiple sites have sufficiently comparable conditions, the geotechnical professional may evaluate whether information or investigation methods can appropriately be coordinated or used together. However, existing information or similarities between sites shall not be used where the geotechnical professional determines that additional site-specific investigation is necessary.

Where existing information is outdated, incomplete, cannot be adequately verified, or does not sufficiently support the proposed foundation and site design, the Design-Build Firm shall perform the **supplemental or site-specific geotechnical investigation necessary to close those information gaps and support the final design**.

Any proposed use of existing information, coordinated investigation, or grouping of sites shall be supported by the Design-Build Firm's qualified geotechnical professional and shall be subject to **NHA review and approval**. The Design-Build Firm and its design professionals remain responsible for providing sufficient geotechnical information and recommendations to support the final design for each applicable homesite. The RFP requires applicable soils and professional engineering documentation and seals.

Accordingly, the final geotechnical scope shall be established during the **Design and Preconstruction process after review of the available information and verification of site conditions**. Once the necessary scope is established, the associated costs for required geotechnical investigations, supplemental field work, testing, reports, and related services shall be incorporated into the **applicable GMP(s) for NHA review and approval**.

The intent is not to eliminate necessary geotechnical investigation, but to avoid paying for unnecessary duplication while ensuring that each homesite has sufficient geotechnical information to support a safe, complete, and professionally certified design.

41. Utility information: What existing utility maps, service records, easements, right-of-way information, septic/water data or prior site assessments will NHA furnish for the 33 sites?

NHA Response: NHA clarifies that the Right-of-Way (ROW) easement process has been completed for each of the identified units/sites. However, completion of the ROW easements should not be interpreted as completion of all utility-provider approvals, service connections, permissions to tap, or utility design requirements.

As part of the Design-Build scope, the Design-Build Firm shall be responsible for coordinating with **NTUA and other applicable local utility providers** to obtain available utility system maps and other information necessary to verify existing utility locations, service availability, capacity, connection requirements, and other applicable utility conditions. This is consistent with the RFP requirements for existing infrastructure assessment and utility coordination.

For **water and sewer services**, the Design-Build Firm shall prepare and submit the required permission-to-tap and related technical documentation to NTUA for review and approval, as applicable to each site.

Where an **individual septic system** is required, the system shall be evaluated and designed in accordance with applicable **Navajo Nation Environmental Protection Agency (NNEPA) design criteria and approval requirements**, together with the applicable requirements of the Contract Documents.

The Design-Build Firm shall incorporate utility-provider requirements into the coordinated Project design and shall be responsible for the required utility coordination, documentation, applications, design information, and follow-up necessary to obtain applicable approvals. The RFP specifically requires coordination of utility systems and service requirements as part of the Design-Build process.

Accordingly, proposers may rely upon NHA's clarification that the ROW easements for the identified units have been completed, but shall not assume that utility permissions to tap, service approvals, utility maps, connection requirements, or septic-system approvals have also been completed. Those items remain part of the applicable Design-Build coordination and design responsibilities.

42. Design standardization: May the Design-Builder develop standardized 2-, 3-, 4- and 5-bedroom modular prototype designs and adapt site/foundation/utility plans by location, rather than develop 33 unique architectural home designs?

NHA Response: Yes. The RFP does not require the Design-Build Firm to develop thirty-three (33) completely unique architectural home designs. The Design-Build Firm may develop **standardized and repeatable modular prototype designs for the applicable 2-, 3-, 4-, and 5-bedroom configurations**, provided the proposed designs satisfy the requirements of the RFP, applicable codes and standards, client needs, and NHA review and approval.

The intent of the modular Design-Build approach is to allow appropriate **standardization and repetition of the residential building design** while addressing the conditions and requirements that vary from site to site. The RFP identifies varying bedroom configurations as part of the Design-Build process.

Standardization of the modular home design does **not eliminate the requirement for site-specific design and coordination**. For each applicable homesite, the Design-Build Firm shall evaluate and incorporate the necessary site-specific information, including foundation conditions, civil and grading requirements, drainage, utilities and service connections, survey information, geotechnical conditions, access and transportation requirements,

accessibility/reasonable accommodations, and other conditions affecting installation and construction.

The Design-Build Firm remains responsible for providing **complete, coordinated and code-compliant construction documents** and the applicable professional architectural and engineering certifications, stamps and seals required by the RFP.

Accordingly, NHA supports an approach in which the Design-Build Firm develops **repeatable modular housing prototypes and adapts the foundation, civil, utility, accessibility, installation and other site-specific design components for each location**, rather than unnecessarily developing a completely different architectural home design for each of the thirty-three sites.

Final prototype configurations and site-specific adaptations shall be developed through the Design and Preconstruction process and remain subject to **NHA review and approval**.

43. Tax line: Exhibit I includes a 6% Navajo Nation tax line. Please confirm the applicable tax, the taxable base NHA expects for the initial preconstruction proposal, and whether services performed outside Navajo Nation boundaries are treated differently.

NHA Response: Exhibit I provides a 6% Navajo Nation tax line for proposal pricing purposes. Each proposer is solely responsible for determining the **applicability, taxable base, calculation, and treatment** of Navajo Nation taxes applicable to its proposed services and costs in accordance with applicable Navajo Nation tax requirements.

The inclusion of the 6% tax line in Exhibit I **does not constitute an NHA determination that all proposed services or costs are taxable, that the entire proposal amount constitutes the taxable base, or that identical tax treatment applies to every component of the Work**. For the initial Cost Fee Proposal, the proposer shall calculate applicable tax based upon the taxable portion of the services and costs actually included in its Exhibit I proposal. If the proposer determines that a service or cost is exempt, excluded, subject to a different taxable base, or otherwise receives different tax treatment, the proposer shall **clearly identify that treatment and provide the corresponding calculation or basis within its proposal**.

Proposers shall not use the future construction value or anticipated GMP as the taxable base for the initial proposal unless that construction cost is specifically required to be included in Exhibit I. The RFP provides that the GMP for construction services will be submitted during the second step of the Design-Build process.

Applicable taxes associated with subsequent construction Work shall be identified and incorporated into the applicable GMP(s) as those costs are developed. The RFP recognizes taxes as a component of applicable Phase 2 Project costs.

NHA's review, negotiation, or acceptance of a proposer's Cost Fee Proposal or subsequent GMP shall not constitute an NHA determination of the proposer's tax liability. The Design-Builder remains responsible for properly determining, reporting, and paying applicable taxes in accordance with governing Navajo Nation tax requirements.

44. Bonding timing: Please confirm that the 100% payment and performance bonds are required against the accepted construction GMP and are not required for the initial preconstruction fee proposal.

NHA Response: Yes, with the following distinction between **proposal/bid security and construction bonding**.

Any **Bid Bond or other proposal security required by the RFP** is associated with submission of the proposal and shall be provided in the amount and form required by the

solicitation. A Bid Bond is separate from the subsequent Performance and Payment Bonds and is **not calculated against a future construction GMP unless the solicitation expressly establishes that requirement.**

The **100% Performance Bond and 100% Payment Bond**, by contrast, apply to the construction Work authorized under an NHA-approved construction GMP and are **not required to be provided based upon the initial Design and Preconstruction fee proposal.** The RFP provides that the GMP for construction services will be developed and submitted during the second step of the Design-Build process.

Once the applicable construction scope and GMP have been negotiated, accepted, and authorized by NHA, the Design-Build Firm shall furnish the required **Performance and Payment Bonds applicable to the construction Work being authorized prior to commencement of that bonded construction Work.** The cost of required construction bonding shall be included in the applicable construction GMP. The RFP identifies bonding and insurance as components of the Phase 2 construction cost.

If NHA authorizes the Project through **separate or multiple GMPs**, the applicable Performance and Payment Bond requirements shall be established for the construction Work authorized under each GMP and corresponding Contract modification, as applicable.

For clarity: the Bid Bond/proposal security applies at the procurement and proposal stage, while the Performance and Payment Bonds apply at the construction stage after the applicable construction scope and GMP have been established and authorized. The initial Design and Preconstruction fee proposal should not be treated as the total construction value for purposes of establishing the 100% Performance and Payment Bond amounts.

45. SAM/UEI for consultants: The RFP references SAM/UEI requirements for vendors, firms, contractors and subcontractors. Must every design consultant and specialty consultant named in the proposal have an active SAM registration/UEI at proposal submission, or may this be completed before contract/subcontract execution?

NHA Response: NHA does not require every design consultant or specialty consultant identified as part of the proposed Design-Build team to have completed an active SAM registration solely as a condition of being **named in the initial proposal**, unless the RFP specifically identifies that registration as a proposal-submission requirement for that entity.

At the proposal stage, the Design-Build Firm shall identify its proposed team, including applicable design professionals, consultants and subcontractors, and provide the qualifications, availability, organizational information, and other documentation required by the RFP. The RFP specifically requires identification of Key Personnel and includes subcontractors as part of the proposed project team.

Following selection, the Design-Build Firm shall be responsible for ensuring that all consultants, subcontractors and other entities participating in the Project satisfy the **applicable SAM/UEI, eligibility, licensing, insurance and other federal, NHA and Contract requirements before execution of the applicable contract or subcontract and before performing Work for which such registration or eligibility is required.**

For clarity, identification of a consultant in the proposal does not by itself establish that the consultant has been approved to perform federally funded Work. Required registrations, eligibility verification and other compliance documentation shall be completed and verified at the appropriate contracting stage and prior to commencement of the applicable Work.

The Design-Build Firm remains responsible for the compliance and eligibility of its proposed team and shall not utilize an entity that is **ineligible, excluded, suspended, debarred, or otherwise prohibited from participating in the applicable federally funded Work.**

46. Licensing/registration: Please identify any Navajo Nation-specific contractor, professional-firm, business or tax registrations that must be active at proposal submission versus before Notice to Proceed.

NHA Response: Proposers shall provide all licenses, registrations, certifications, preference documentation, and other qualifications expressly required by the RFP to be submitted with the proposal. Where a proposer is claiming Navajo or Indian Preference, the applicable current and valid preference certification shall be provided as required by the RFP and will be evaluated in accordance with the published evaluation criteria.

NHA does **not intend for proposers to interpret the RFP as requiring every Navajo Nation business, contractor, professional-firm, tax, or similar registration applicable to the subsequent performance of the Work to be fully completed by every consultant or subcontractor solely as a condition of proposal submission**, unless the RFP expressly identifies that particular document or registration as a proposal-submission requirement.

Following selection and **prior to execution of the applicable contract or subcontract and commencement of the applicable Work**, the selected Design-Build Firm shall be responsible for ensuring that it and its consultants, design professionals, subcontractors, modular manufacturers, and other Project participants possess all licenses, registrations, certifications, permits, tax accounts, and other authorizations **applicable to the services or Work they will actually perform.**

Professional architectural and engineering services shall be performed and certified by appropriately qualified professionals as required by the RFP. The RFP requires applicable professional engineering certifications and seals for civil/grading, mechanical, electrical, plumbing, structural, soils, and other required design disciplines.

For clarity, proposal-stage requirements and performance-stage requirements are separate. Documents expressly required by the RFP for proposal responsiveness or evaluation must be current and submitted at the time required by the solicitation. Other licenses, registrations, tax requirements, permits, and professional authorizations necessary to legally perform the Work shall be obtained and maintained **before the applicable entity performs that Work and, where required by the Contract, before Notice to Proceed.**

The Design-Build Firm remains responsible for verifying and maintaining the compliance of its entire Design-Build team throughout performance of the Contract.

47. Liquidated damages: The schedule section references \$5,000 per calendar day for a task that does not meet the timeline. Please confirm whether this applies independently to each interim milestone or only to contractually established completion dates, and whether excusable delays/NHA-caused delays are excluded.

NHA Response: NHA clarifies and corrects the Liquidated Damages provision of the RFP. The reference to \$5,000 per calendar day is hereby deleted and replaced with \$500 per calendar day, per affected site.

Liquidated Damages shall apply to a site's **contractually established completion date**, including any completion date subsequently established or modified through the approved

Contract, Project Schedule, GMP, Contract Modification, or other written authorization by NHA. Liquidated Damages are **not intended to apply independently to every individual activity, task, or internal scheduling milestone** shown on the Design-Builder's Project Schedule unless that milestone is expressly identified by NHA in the Contract Documents as a completion requirement subject to Liquidated Damages.

Where more than one site remains incomplete beyond its applicable contractual completion date, Liquidated Damages may be assessed at **\$500 per calendar day for each affected site** that has not achieved the required completion.

Liquidated Damages shall not be assessed for periods of delay for which the Design-Builder is entitled to an approved extension of Contract Time under the Contract, including applicable **excusable delays or delays attributable to NHA**, provided the Design-Builder satisfies the Contract requirements for notice, documentation, schedule impact, and approval of the time extension.

The Design-Builder remains responsible for delays within its control and for the timely coordination of design, procurement, modular manufacturing, transportation, utilities, site preparation, installation, subcontractors, and other activities necessary to meet the established Project schedule. The RFP requires the Design-Builder to develop and maintain the required Project schedule and account for the activities necessary to complete the Work.

Accordingly, the corrected Liquidated Damages rate for PCD RFP #007 is \$500 per calendar day, per affected site, rather than \$5,000 per calendar day. All references in the RFP inconsistent with this clarification are superseded accordingly

48. Site access and coordination: Will NHA coordinate homeowner/client access and site-entry permissions for the 33 field investigations, or should the Design-Builder include that coordination in its preconstruction scope?

NHA Response: Site access and client coordination will be a shared responsibility between NHA and the Design-Build Firm.

NHA will serve as the primary point of coordination with the participating homeowner/client where NHA authorization or the existing NHA-client relationship is necessary to facilitate access to the homesite. NHA will assist with **initial client notification, introductions, confirmation of participation, and coordination of site-entry permission**, as applicable. The RFP already contemplates coordination among NHA, the client, and the Design-Build Firm for client-specific requirements such as reasonable accommodations.

The Design-Build Firm shall include in its Design and Preconstruction scope the **day-to-day scheduling and logistical coordination necessary to conduct the required field investigations and assessments**, including coordination of its architects, engineers, surveyors, geotechnical personnel, utility representatives, and other consultants requiring access to the individual sites. The SOW requires the Design-Build Firm to evaluate existing infrastructure, utilities, transportation/access, and other site conditions as part of the assessment process.

Once NHA has facilitated initial access and client coordination, the Design-Build Firm shall coordinate proposed dates and times for field activities with NHA and the affected client and shall provide sufficient advance notice of required site visits. The Design-Build Firm shall not enter occupied homes or areas requiring specific client authorization without the appropriate coordination and permission.

NHA does not intend for the Design-Build Firm to independently resolve client participation, eligibility, or other matters that require NHA authority or a decision by

NHA. If a client refuses access, cannot be contacted, requests a change affecting the Project, or otherwise prevents a required investigation from proceeding, the Design-Build Firm shall promptly notify NHA so that NHA can address the matter with the client.

Accordingly, proposers should include the **normal scheduling, field coordination, and consultant mobilization necessary for site investigations in their Design and Preconstruction scope**, while NHA will retain responsibility for those client-related actions requiring NHA authority and will reasonably assist the Design-Build Firm in obtaining access to the identified Project sites.

49. Travel and reimbursables: Section H states that the fee includes travel and all costs associated with providing services. Please confirm that all preconstruction travel, lodging, mileage and remote-site mobilization should therefore be included in the Exhibit I price with no separate reimbursement.

NHA Response: Yes. For the services included in the initial Exhibit I Cost Fee Proposal, proposers shall include within their proposed fees all normal and reasonably anticipated travel and travel-related costs necessary to perform the Design and Preconstruction scope, including travel time, mileage, lodging, meals/per diem, and routine mobilization to the scattered Project sites.

Section H provides that the quoted fee shall include full compensation for the base consulting rate, travel time, liability insurance coverage, and all costs associated with providing the design and/or construction services specified in the Scope of Work. Accordingly, proposers should account for the geographic distribution of the Project sites and the anticipated level of field investigation, assessment, client/site coordination, professional services, meetings, and other required preconstruction activities when developing their Exhibit I pricing.

NHA will not separately reimburse routine preconstruction travel, lodging, mileage, per diem, or remote-site mobilization that is reasonably necessary to perform the services included in the proposer's approved scope and fee. Such costs shall be incorporated into the proposer's Exhibit I Cost Fee Proposal and shall not be submitted as separate reimbursable expenses in addition to the approved fee.

This clarification does not preclude an adjustment where NHA subsequently **directs additional services or materially changes the approved scope of services** beyond that established by the Contract. Any such additional services or associated costs must be authorized by NHA in writing in accordance with the Contract before the Design-Build Firm incurs the additional cost.

Costs associated with subsequent construction activities, including construction mobilization, transportation, delivery, installation, and other construction-related costs, shall be developed and addressed through the applicable construction **GMP(s)** rather than treated as separately reimbursable preconstruction travel expenses.

50. Proposal size limits: Please confirm whether there is any page-count or electronic file-size limit for the required single-document proposal submission, including consultant resumes, licenses, commitment letters and exhibits.

NHA Response: NHA has not established a specific **page-count limit or electronic file-size limit** for proposals submitted in response to PCD RFP #007.

The RFP requires proposals to be submitted electronically as **one (1) electronic document** and to include the required information identified in Proposal Content Sections A through H,

Exhibits A through I, signed Addenda, and other required proposal documentation. Proposers shall organize and submit the proposal in the order established by the RFP.

Consultant resumes, professional licenses and registrations, commitment or teaming letters, organizational information, and other supporting documentation necessary to demonstrate the qualifications and availability of the proposed Design-Build team may be included within the single electronic proposal document where applicable to the RFP requirements.

Although NHA has not established a page limit, proposers are encouraged to provide a **clear, concise, well-organized, and complete response** that allows NHA's evaluation committee to readily identify the information corresponding to each proposal requirement and evaluation criterion.

For clarity, the absence of a page-count or file-size limit does not modify the requirement that the complete proposal be submitted as one electronic document.

Proposers remain responsible for ensuring that the electronic file is complete, readable, properly organized, and successfully transmitted and received by NHA by the established proposal deadline. All electronic submissions must be 24 megabytes or less.

51. Please clarify the liquidated damages, and when that would come into play – (phase 1 design or phase 2 fabrication / installation) or both

NHA Response: Liquidated Damages are not intended to be assessed separately against routine Phase 1 design activities or individual design milestones simply because an interim task extends beyond the date shown on the Design-Builder's Project Schedule.

Liquidated Damages apply when the Design-Build Firm fails to achieve an **applicable contractually established completion date for an affected site**, as established by the Contract Documents and any subsequent NHA-approved GMP, Contract Modification, or written adjustment to Contract Time.

The Project is being delivered as a **Design-Build contract**, and the RFP contemplates that design, preconstruction, procurement, fabrication/manufacturing, site preparation, utility coordination, delivery, installation, and construction activities may proceed concurrently where appropriate. The revised Contract Time established by Addendum No. 1 is **180 calendar days from Notice to Proceed for completion of the contracted Project**, rather than separate 180-day periods for design and construction.

Accordingly, the corrected Liquidated Damages amount of **\$500 per calendar day, per affected site** would generally come into play when an affected site has not achieved its required contractual completion by the applicable completion date. Liquidated Damages are therefore principally associated with **failure to timely complete the authorized fabrication, delivery, installation, site construction, utility and other Work necessary to complete the applicable site**, rather than being assessed merely because an individual Phase 1 design activity is late.

However, delays occurring during Design and Preconstruction remain the responsibility of the Design-Build Firm where those delays are within its control and may affect the overall Contract schedule. A design delay that ultimately causes an affected site to miss its contractual completion date may therefore contribute to the delay for which Liquidated Damages are assessed, even though Liquidated Damages are **not separately assessed against the design milestone itself**.

Liquidated Damages shall not be assessed for periods for which the Design-Build Firm is entitled to an **approved extension of Contract Time** under the Contract. Any excusable delay, NHA-caused delay, or other basis for adjustment of Contract Time shall be subject to

the applicable notice, documentation, schedule-impact, and approval requirements of the Contract.

For clarity: Liquidated Damages are tied to failure to achieve the applicable contractual completion date for an affected site, not simply to whether a Phase 1 or Phase 2 activity is late. The corrected rate is \$500 per calendar day for each affected area.

52. If a modular manufacturer can design-fabricate-install all 33 homes, with multiple “custom” floorplans (design-build) will the owner still be needing (4) manufacturers for the modular scope? Can one modular company be hired for the full scope of work?

NHA Response: Yes. NHA clarifies that the Project does not require four separate modular manufacturers to fabricate the thirty-three (33) production homes. The selected Design-Build Firm may utilize one or multiple qualified modular manufacturers based upon its proposed Design-Build approach and the ability of the manufacturer(s) to satisfy the requirements of the RFP and Contract Documents.

If a single modular manufacturer can demonstrate the ability to **design, engineer, fabricate, transport, deliver, install, and support the required modular homes**, including the required bedroom configurations, varying floorplans, client-specific needs, reasonable accommodations, quality standards, warranties, production capacity, and Project schedule, the Design-Build Firm may propose that manufacturer for the production scope.

The original RFP requires the Design-Build Firm to prequalify the modular manufacturer(s) based upon applicable qualifications, experience, warranties, pricing transparency, manufacturing capability and timelines, transportation, and other Project coordination requirements. The RFP states that multiple modular manufacturers **may be needed depending upon client needs and/or Project requirements; it does not state that four manufacturers are mandatory for production of the 33 homes.**

NHA further clarifies that the requirement for **four (4) Demonstration Units remains in effect.** However, NHA's intent is that the four Demonstration Units demonstrate a meaningful range of modular housing solutions responsive to the **different and varying needs of Navajo families and clients**, rather than require four different manufacturers solely for the purpose of having four manufacturers.

Accordingly, **one qualified modular manufacturer may provide all four Demonstration Units and may also be utilized for the 33 production homes**, provided the manufacturer demonstrates sufficient product range, design flexibility, production capacity, quality, transportation and installation capability, warranties, and ability to satisfy the Project requirements. The four Demonstration Units shall provide meaningful differences in configuration, features, systems, finishes, accessibility or other characteristics sufficient for NHA to evaluate alternatives and establish standards for subsequent production; they should not simply be four identical units unless specifically approved by NHA.

The Demonstration Units remain subject to NHA's review and evaluation of systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality prior to additional production.

For clarity: NHA requires four Demonstration Units, but does not require four different modular manufacturers. One qualified modular manufacturer may be utilized for the full modular scope, including the 33 production homes, subject to the Design-Build Firm's prequalification process and NHA review and approval.

53. When do the demonstration models need to be fabricated during the original 180 days or during phase 2 fabrication / installation

NHA Response: The four (4) Demonstration Units shall be designed, fabricated, delivered, installed, and made available for NHA evaluation within the overall 180-calendar-day Contract

Time established by Addendum No. 1. The Demonstration Units do not have a separate 180-day performance period following completion of Design and Preconstruction. Addendum No. 1 establishes a total Design-Build Contract duration not to exceed 180 calendar days from Notice to Proceed.

The Demonstration Units are intended to be an **early Design-Build deliverable** so that NHA can evaluate the proposed modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality **prior to additional production of the modular homes.**

Accordingly, the Design-Build Firm shall incorporate the Demonstration Units into its overall Project Schedule and shall plan the required design, NHA review, manufacturer coordination, procurement, fabrication, transportation, site preparation, delivery, installation, utility coordination, completion, and NHA evaluation **early enough within the 180-day Contract Time to allow the results of the Demonstration Unit evaluation to inform subsequent production.**

NHA recognizes that Design-Build activities may proceed **concurrently rather than strictly sequentially.** Therefore, the Design-Build Firm is not required to wait until all Design and Preconstruction activities for all 33 production sites are complete before beginning authorized fabrication of the Demonstration Units. The Design-Build Firm shall develop a coordinated Project Schedule showing how the Demonstration Units and subsequent production activities will be accomplished within the required Contract Time. The RFP requires the Design-Build Firm to develop and maintain the applicable Project schedule.

For clarity, the Demonstration Units are part of the original 180-calendar-day Design-Build Contract period. They are not deferred to a separate Phase 2 period after the 180 days. Their fabrication and installation should occur sufficiently early in the 180-day period to permit NHA's evaluation before additional production proceeds.

54. Will there be (4) demonstration models one for each size (2br,3br,4br,5br) or just one
NHA Response: NHA requires four (4) Demonstration Units total. The four Demonstration Units are not required to consist of one 2-bedroom, one 3-bedroom, one 4-bedroom, and one 5-bedroom production home.

As established by Addendum No. 1, each Demonstration Unit shall be either a **one-bedroom/one-bathroom or studio configuration.** The purpose of the Demonstration Units is to allow NHA to evaluate the proposed modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality before proceeding with additional production.

The **2-, 3-, 4-, and 5-bedroom configurations relate to the production housing program** and shall be developed through the Design-Build process in accordance with the RFP, client needs, applicable reasonable accommodations, and NHA review and approval.

NHA's intent is for the four Demonstration Units to provide **meaningful examples of the range of systems, materials, finishes, features, design flexibility, quality, and performance that may be incorporated into the subsequent production homes.** The four units should therefore provide meaningful differences for NHA's evaluation rather than simply duplicate the same demonstration unit, unless otherwise approved by NHA.

For clarity: NHA requires four Demonstration Units, not one Demonstration Unit, and the current Addendum does not require those four units to be one each of the 2-, 3-, 4-, and 5-bedroom production sizes.

55. Current building codes for AZ and NM is 2018IRC, will this be the expected code compliance of design criteria for the project

NHA Response: The RFP requires all work to conform to the 2006 ICC Building Codes, the latest electrical codes, and all other applicable NHA, HUD, Navajo Nation, utility-provider, state, federal, and governing agency requirements. Addendum No. 1 does not modify this code requirement, and all other provisions of the RFP remain unchanged.

NHA recognizes that the scattered-site locations have varying levels of existing water infrastructure and that some locations may not have sufficient available water pressure, flow, or capacity to support a residential fire-suppression system without additional infrastructure improvements. Accordingly, the Design-Builder shall **not assume that residential fire-suppression systems are required solely based upon a later edition of the IRC that is not identified as the governing code in this RFP.**

As part of the Physical Needs Assessment and design process, the Design-Builder shall verify the applicable code and regulatory requirements for each location and coordinate with the applicable utility provider and Authority Having Jurisdiction, as required. The RFP specifically requires assessment of existing utility capacity and determination of needed upgrades, if any. **Where residential fire suppression is determined to be required by an applicable governing code or Authority Having Jurisdiction, the Design-Builder shall evaluate the available water supply, pressure, flow and other infrastructure necessary to support the required system and identify any necessary infrastructure improvements and associated costs for NHA review and approval prior to implementation.**

The demonstration-unit process established by Addendum No. 1 may also be utilized to evaluate applicable building systems and establish appropriate standards for subsequent production units prior to full production.

56. Will HUD code (established in 1974) for manufactured homes be accepted for this proposal package

NHA Response: No. HUD-Code manufactured homes will not be accepted as a substitute for the modular units required under this solicitation.

PCD RFP #007 is specifically for the design and construction of **modular homes**, and Addendum No. 1 further requires demonstration units representative of the **modular unit types and construction standards anticipated under the RFP.**

Although manufactured homes and modular homes may both be factory-built, they are not interchangeable for purposes of this solicitation. Acceptance of HUD-Code manufactured housing would change the **regulatory construction standard and type of housing being procured**, which is not NHA's intent.

The Design-Builder shall provide **modular units** designed, manufactured, constructed, delivered, and installed in accordance with the applicable building codes, approved construction documents, and all other requirements of the RFP and its Addenda. **The modular construction requirement remains unchanged.**

57. Due to not receiving the names of the modular firms, would NHA be willing to extend the bid date? This would give the DB firms more time to partner and get agreements made with modular firms

NHA Response: **Yes.** NHA has reviewed the procurement schedule and will extend the proposal due date to **October 15, 2026**, to provide Design-Build firms additional time to identify, coordinate with, and establish the necessary arrangements with qualified modular firms for this solicitation.

For clarification, NHA will **not provide or designate the modular firms**. The Design-Builder is responsible for identifying and engaging the modular firms necessary to satisfy the requirements of the RFP and Addenda.

This extension applies to the **proposal submission deadline only**. All other requirements, terms, and conditions of the RFP and previously issued Addenda remain unchanged.

58. Being that NHA request full size modular homes for review from 4 different firms, and the homeowners are the choosing which manufacture they like best, there could be a chance that some modular firms could end up with zero homes. This could affect the interests of the modular firms in the project. Please verify which phase the sample home deliverables will be include in.

NHA Response: NHA clarifies that the four (4) Demonstration Units are intended to be early Project deliverables within the Design-Build process and shall be completed within the overall 180-calendar-day Contract Time. The Demonstration Units are intended to allow NHA to evaluate the proposed modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality prior to additional production.

The requirement for four Demonstration Units should not be interpreted as a guarantee that four separate modular manufacturers will each receive a portion of the thirty-three (33) production homes. NHA further clarifies that **four different manufacturers are not required**; the selected Design-Build Firm may utilize one or multiple qualified modular manufacturers, subject to the requirements of the RFP and NHA review and approval.

The Demonstration Units are also **not a competition under which individual homeowners independently select a manufacturer and NHA guarantees no production quantities to that manufacturer**. The demonstrations are intended to assist NHA and the Design-Build team in evaluating housing systems and establishing appropriate standards, features, options, and improvements for subsequent production. Addendum No. 1 specifically provides for NHA evaluation and stakeholder walkthroughs and allows the evaluation to inform standards, acceptance criteria, and improvements.

Design and Preconstruction services necessary to develop and coordinate the Demonstration Units shall be incorporated into the Design-Build process. The subsequent **fabrication, delivery, installation, and other construction costs for the Demonstration Units may be established through an applicable NHA-approved GMP**, consistent with the RFP's second-step GMP process for construction services.

The Demonstration Units shall nevertheless be fabricated, delivered, installed, evaluated, and accepted **within the overall 180-calendar-day Contract Time** established by Addendum No. 1; they do not receive a separate performance period after the 180 days.

For clarity, NHA is procuring one Design-Build Project. The four Demonstration Units are evaluation and Project-development deliverables and do not establish or guarantee a minimum number of production homes to any particular modular manufacturer.

59. Does NHA have current site-specific information confirming the availability and condition of water, wastewater, electrical and gas utilities at each proposed home site? If available, will NHA provide the approximate meter or connection-point locations and anticipated distances from those points to each structure?

NHA Response: NHA may have existing site, utility, survey, or other available information for individual home sites; however, NHA does not represent that complete and current site-specific information confirming the final availability, location, capacity, condition, or connection requirements for water, wastewater, electrical, and gas utilities is available for every proposed home site.

As part of the Design-Build scope, the Design-Build Firm shall review available information and **verify existing utility conditions for each applicable site**, including utility availability, location, capacity, condition, existing and required easements/rights-of-way, service requirements, and the feasibility of connections. The Design-Build Firm shall coordinate with the applicable utility providers and governing agencies as necessary to obtain available utility maps, records, service requirements, approvals, and other information necessary to complete the design.

NHA will make available existing site-specific utility information in its possession, where available and applicable to the Project. Any approximate meter locations, connection points, utility maps, or anticipated distances provided by NHA or obtained from existing records shall be considered existing information that must be **field verified and coordinated with the applicable utility provider** by the Design-Build Firm before final design and construction.

The Design-Build Firm shall determine the actual distance from the verified utility connection point to the proposed structure and incorporate the required service extensions, connections, equipment, and associated site work into the coordinated design, Project Schedule, cost development, and applicable GMP(s). The RFP specifically requires coordination of utility requirements as part of the Design-Build services.

Proposers should therefore not assume that utilities are presently stubbed to each home site, that meter locations have been finalized, or that all utility-provider approvals and connection requirements have been completed unless specifically documented by NHA.

60. What type of delivery and construction access currently exists at each site, such as paved roads, maintained dirt roads or unimproved access? Should proposers include the construction or improvement of access roads necessary to transport, deliver and install the modular units?

NHA Response: Existing road and construction access conditions vary by site. NHA does not represent that all proposed home sites have paved or improved access suitable for transportation, delivery, crane operations, setting, and installation of modular units.

As part of the Design-Build scope, the Design-Build Firm shall evaluate **transportation, site access, and existing site conditions for each location** and determine whether the proposed modular units can be safely and practically transported, delivered, staged, and installed at the respective home sites. The RFP's Existing Infrastructure Assessment includes evaluation of transportation and site conditions as part of the Design-Build process.

Proposers should include in their approach the **reasonably anticipated access, transportation, staging, crane/set-up, and delivery requirements** necessary to accomplish the Work. Following award, the Design-Build Firm shall identify any site-specific grading, temporary access improvements, road improvements, widening, turnarounds, staging areas, or other measures determined necessary for delivery and installation of the modular units.

NHA does **not intend for proposers to assume, without site-specific evaluation, that major off-site road construction or improvements outside the authorized homesite, right-of-way, easement, or approved construction area are automatically included in the Project.** Where improvements outside the authorized Project area are determined necessary, the Design-Build Firm shall identify the condition, proposed improvement, applicable land or right-of-way requirements, permitting or agency coordination, cost, and schedule impact for NHA review and authorization before proceeding. The RFP separately

requires the Design-Build Firm to address applicable surveys and easement/right-of-way requirements.

Necessary and authorized site-access improvements identified through the Design and Preconstruction process shall be incorporated into the coordinated Project design, schedule, cost development, and **applicable GMP(s)**.

For proposal purposes, proposers should not assume that every site is presently accessible for modular delivery without further evaluation. The selected Design-Build Firm will be responsible for verifying site-specific delivery and construction access and developing the appropriate access plan as part of the Design-Build process.

61. Addendum No. 1 requires a demonstration unit from each of four engaged modular firms. Will these four demonstration units be counted among the 33 modular homes identified in the RFP, or are they additional units? If they are included within the 33 units, will NHA designate the sites where they are to be installed?

NHA Response: The four (4) Demonstration Units required by Addendum No. 1 are in addition to the thirty-three (33) modular homes identified in the RFP and shall not be counted toward or reduce the 33 production homes. The RFP identifies 33 modular development units as the production housing scope, while Addendum No. 1 separately establishes the Demonstration Units for NHA review and evaluation prior to additional production.

Accordingly, the Project may include a total of **thirty-seven (37) modular units: four (4) Demonstration Units plus thirty-three (33) production homes**, subject to the Design-Build process, NHA authorization, approved design, applicable GMP(s), and the Contract Documents.

The four Demonstration Units shall be delivered and installed at the **NHA DCSD Area Complex in Fort Defiance, Arizona, at locations designated by NHA**, unless otherwise directed by NHA in writing. Therefore, the Demonstration Units will **not be assigned to or installed at four of the 33 scattered-site home locations** unless NHA specifically authorizes otherwise in writing.

The Demonstration Units are intended to allow NHA to evaluate the proposed modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality and to assist in establishing standards and identifying improvements for subsequent production.

Following final acceptance, the Demonstration Units become the property of NHA unless otherwise specified and may be used by NHA for demonstration, training, evaluation, occupancy, operational use, and stakeholder review in accordance with Addendum No. 1.

For clarity: the four Demonstration Units are additional Project units and do not replace, substitute for, or reduce the thirty-three (33) scattered-site production homes.

62. The RFP requires the proposal to identify the project team, key personnel and subcontractors. Must the proposal also include executed teaming agreements or letters of commitment from the architect, civil engineer, structural engineer, mechanical and electrical engineers, geotechnical consultant and surveyor? Alternatively, is identifying the proposed firms and personnel sufficient at this stage?

NHA Response: At the proposal stage, executed teaming agreements or executed subcontracts are not required for each proposed architect, engineer, geotechnical consultant, surveyor, or other professional consultant, unless otherwise specifically required by the RFP. The proposal shall identify the proposed **Design-Build team, Key Personnel, consultants and subcontractors**, as applicable, and provide the information required by the RFP to

demonstrate the team's qualifications, experience, organizational structure, assigned responsibilities, and availability to perform the Project.

Accordingly, **identification of the proposed firms and personnel, together with the required qualifications and team information, is sufficient at this stage.** A proposer may include letters of commitment, teaming letters, or similar documentation to demonstrate anticipated participation or availability; however, such documentation is not an additional mandatory proposal requirement unless expressly identified elsewhere in the solicitation.

Following selection, the Design-Build Firm shall be responsible for establishing the necessary contractual relationships with its design professionals, consultants, subcontractors, and other team members and for ensuring that all required professional services are performed by appropriately qualified and licensed professionals. The Design-Build Firm remains responsible for providing the complete, coordinated design and required professional certifications and seals identified by the RFP.

Any material change to the proposed Key Personnel or professional team following proposal submission or selection shall be **submitted to NHA for review and approval** before the replacement assumes responsibility for the applicable Project services.

For clarity, NHA is evaluating the qualifications, organization, availability, and capability of the proposed Design-Build team at the proposal stage; NHA is not requiring executed agreements with every proposed professional consultant as a condition of proposal submission.

63. In addition to the drainage, erosion-control, geotechnical and code requirements described in the RFP, will NHA provide any project-specific design criteria concerning wildfire or wildland-urban-interface exposure, floodplain conditions, wind and snow loads, required roofing systems or Navajo cultural and architectural preferences?

NHA Response: NHA has not established additional Project-specific design criteria for wildfire or wildland-urban-interface exposure, floodplain conditions, wind and snow loads, or required roofing systems beyond the applicable requirements identified in the RFP, Addenda, governing codes, and requirements of the applicable authorities having jurisdiction.

As part of the Design-Build process, the Design-Build Firm shall evaluate the **site-specific conditions applicable to each home location** and determine the design criteria necessary to provide complete, coordinated, code-compliant construction documents. The RFP requires the Design-Build Firm to provide the applicable professional design, calculations, studies, certifications, and professional seals necessary for the Project.

Where wildfire/WUI exposure, floodplain conditions, wind loading, snow loading, drainage, erosion, geotechnical conditions, roofing requirements, or similar conditions are applicable to a particular site, the Design-Build Firm shall identify and address those requirements through the appropriate professional discipline and applicable governing requirements. The RFP requires compliance with the identified ICC building codes and other applicable NHA, HUD, Navajo Nation, utility-provider, environmental, state, and other governing requirements.

With respect to **Navajo cultural and architectural preferences**, the RFP does not establish a separate prescriptive architectural standard or required cultural design style. Any additional preferences identified by NHA through the Design-Build process shall be coordinated with the Design-Build Firm during design development and shall remain subject to applicable code, accessibility, performance, budget, schedule, and Contract requirements.

Proposers should therefore base their proposals on the requirements contained in the RFP and Addenda and should not assume additional NHA-specific design standards that have not been expressly identified in the solicitation. Site-specific requirements shall be verified and incorporated into the design as applicable.

64. If access to any site is provided by unimproved roads, will the project schedule allow extensions or other reasonable adjustments when inclement weather makes those roads temporarily impassable or prevents the delivery of modular units, materials or construction equipment?

NHA Response: The Design-Build Firm shall consider site access, transportation conditions, seasonal weather, and the requirements for delivery and installation of modular units, materials, and construction equipment when developing its Project Schedule and delivery approach. Existing access and transportation conditions are among the site conditions to be evaluated as part of the Design-Build process.

Addendum No. 1 establishes an overall Contract Time of **180 calendar days from Notice to Proceed**, and the Design-Build Firm shall plan and coordinate its design, procurement, manufacturing, site preparation, transportation, delivery, installation, and construction activities accordingly.

Temporary impacts caused by normal or reasonably anticipated seasonal weather and access conditions shall not automatically result in an extension of Contract Time. The Design-Build Firm is expected to incorporate reasonable weather and access considerations into its scheduling, sequencing, logistics, and delivery planning.

If an **unusual, severe, or otherwise unforeseeable weather or access condition** occurs that materially affects the critical path and prevents access, delivery, or performance of the Work, the Design-Build Firm shall promptly notify NHA and document the condition, affected site(s), duration, mitigation efforts, and resulting schedule impact. Any request for an adjustment of Contract Time will be **evaluated by NHA in accordance with the Contract Documents** and will require NHA's written approval. No extension of Contract Time shall be automatic.

The Design-Build Firm is also required to develop and maintain the required Project schedule so that site access, manufacturing, transportation, delivery, installation, and other Project activities are appropriately coordinated.

For clarity, NHA will consider properly documented requests for Contract Time adjustments where warranted under the Contract; however, proposers should not assume that ordinary weather, seasonal road conditions, or temporary access limitations automatically extend the 180-calendar-day Contract Time.

65. If unforeseen hard rock is encountered during excavation, will it be treated as a differing site condition eligible for a contract-price or schedule adjustment? Alternatively, must proposers anticipate and include all potential hard-rock excavation in the original bid?

NHA Response: Proposers are not expected to include an unlimited allowance for unknown or unforeseeable hard-rock excavation in the initial proposal. The Design-Build process includes evaluation of existing site and geotechnical conditions so that reasonably identifiable subsurface conditions and associated excavation requirements can be incorporated into the design, cost development, Project Schedule, and applicable GMP(s).

The Design-Build Firm and its qualified geotechnical/design professionals shall review available information and perform the investigations necessary to reasonably characterize subsurface conditions at the applicable sites. The RFP requires the applicable professional design, soils information, calculations, certifications, and professional seals necessary to support the Project design.

Hard rock or other subsurface conditions that are identified or reasonably anticipated through the Design and Preconstruction process shall be accounted for in the applicable design, excavation approach, schedule, and GMP. The RFP provides for the construction GMP to be developed during the second step of the Design-Build process. ...

If, after establishment of the applicable GMP, the Design-Build Firm encounters a **material subsurface condition that could not reasonably have been identified or anticipated from the available information and required site/geotechnical investigations**, the Design-Build Firm shall promptly notify NHA before proceeding with work that would materially affect cost or schedule. The condition, supporting documentation, proposed mitigation, cost impact, and schedule impact shall be submitted to NHA for review.

Any adjustment to the Contract Price, applicable GMP, or Contract Time shall be **subject to the applicable Contract provisions and NHA's written review and approval and shall not be automatic solely because rock is encountered**.

For clarity, reasonably foreseeable rock excavation shall be included in the applicable GMP; genuinely unforeseen subsurface conditions will be evaluated under the Contract based upon the actual condition, available site information, required investigations, and documented cost and schedule impact.

66. After the site surveys are completed, if a lot is determined to be within a floodplain or requires site-specific grading, drainage or erosion-control measures, will additional cut and fill, riprap, drainage improvements or related work be eligible for a contract adjustment? Alternatively, must proposers include these presently undefined conditions in the original bid?

NHA Response: Proposers are not expected to establish a final construction price in the initial proposal for presently undefined site-specific grading, drainage, erosion-control, floodplain mitigation, cut and fill, riprap, or similar civil improvements that cannot reasonably be determined until the applicable site assessment, survey, and design activities are completed. As part of the Design-Build process, the Design-Build Firm shall evaluate the existing conditions at each applicable site and determine the civil/site improvements necessary to support the proposed modular home and associated infrastructure. The RFP requires evaluation of existing infrastructure and site conditions and provides for the necessary surveying, civil design, grading, drainage, and other professional services required to develop the Project.

Following the required site assessments, surveys, and design development, **reasonably identifiable site-specific construction requirements**—including necessary cut and fill, grading, drainage improvements, erosion-control measures, riprap, and other required civil/site work—shall be incorporated into the applicable design, Project Schedule, cost estimate, and **applicable GMP(s)** for NHA review and approval. The RFP provides for the GMP for construction services to be developed during the second step of the Design-Build process.

Accordingly, such work should **not automatically be treated as a Contract adjustment merely because it was not specifically quantified at the time of proposal**. If the condition is identified during the Design and Preconstruction process before establishment of the applicable GMP, the necessary work and associated cost shall be incorporated into that GMP. If a material site condition is discovered **after establishment of the applicable GMP** that could not reasonably have been identified through the required site assessment, survey, design, or other available information, the Design-Build Firm shall promptly notify NHA and provide supporting documentation describing the condition and its proposed cost and schedule impact. Any adjustment to the Contract Price, GMP, or Contract Time would then be evaluated under the applicable Contract provisions and would require NHA's written approval. **For clarity, the initial proposal is not intended to require proposers to price unlimited unknown site conditions. Site-specific civil construction requirements identified through Design and Preconstruction shall be developed and priced into the applicable**

GMP(s); conditions discovered after an approved GMP are not automatically compensable and will be evaluated under the Contract.

67. When does the 180-calendar-day period begin, and what specifically must be completed within that 180-day window?

Response: The 180-calendar-day Contract Time begins on the effective date established by NHA's Notice to Proceed (NTP). Addendum No. 1 establishes a total Design-Build Contract duration not to exceed 180 calendar days from NTP and requires 100% completion within that Contract Time.

The 180-calendar-day period applies to the **overall Design-Build Project and is not limited to Phase 1 design services**. The Design-Build Firm shall plan, coordinate, and schedule the required Design and Preconstruction activities together with the authorized procurement, modular fabrication/manufacturing, site preparation, utility coordination, transportation, delivery, installation, construction, testing, inspections, corrections, and completion activities necessary to satisfy the Contract requirements.

The Design-Build Firm shall develop and maintain the required Project Schedule and shall utilize concurrent Design-Build activities where appropriate to accomplish the Work within the established Contract Time. The RFP requires development of a cost-loaded CPM schedule for management of the Project. SOW and Evaluations PCD RFP #007...

The **four (4) Demonstration Units are also to be accomplished within the same 180-calendar-day Contract period** and are intended to be completed sufficiently early to allow NHA to evaluate the proposed systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality before additional production proceeds.

For clarity, the Contract does not provide 180 days for design followed by a separate construction period. The 180-calendar-day period begins with NHA's NTP and applies to completion of the Design-Build Work required and authorized under the Contract.

68. What is the required timeline for the four demonstration/sample units? When in the overall project sequence must they be designed, manufactured, delivered, installed and made available for evaluation?

NHA Response: The four (4) Demonstration Units are intended to be early Project deliverables within the overall 180-calendar-day Design-Build Contract Time. Addendum No. 1 requires the Demonstration Units to be designed, furnished, manufactured, delivered, and installed as approved sample units representative of the modular systems and standards proposed for the Project.

The Demonstration Units shall be scheduled **sufficiently early in the Design-Build process to allow NHA to review and evaluate the units prior to additional production**. NHA's evaluation may include stakeholder walkthroughs and review of materials and finishes, functionality and space planning, equipment and fixtures, maintenance requirements, user demonstrations, training, proposed improvements, and development of standards and acceptance criteria for subsequent production.

NHA has **not established a separate fixed number of calendar days in the RFP or Addendum No. 1 for completion of the Demonstration Units**. Rather, the selected Design-Build Firm shall incorporate the Demonstration Units into its detailed Project Schedule and sequence the required design, NHA review and approval, manufacturer coordination, fabrication, site preparation, transportation, delivery, installation, completion, and NHA evaluation so that the Demonstration Units can fulfill their intended purpose before additional production proceeds.

Design and construction activities may be **overlapped and performed concurrently where appropriate** under the Design-Build delivery method. Therefore, the Design-Build Firm is not required to complete all design activities for the 33 production homes before beginning authorized fabrication of the Demonstration Units.

All Demonstration Unit activities, including fabrication, delivery, installation and the required evaluation process, shall occur **within the overall 180-calendar-day Contract Time beginning from NHA's Notice to Proceed.**

For clarity, the four Demonstration Units are not end-of-project deliverables. They shall be completed and made available for NHA evaluation sufficiently early within the 180-day Contract period for the evaluation results to inform the standards, selections, and subsequent production of the modular homes.

69. Where will the four demonstration units be installed, and will NHA designate those locations?
NHA Response: The four (4) Demonstration Units shall be delivered and installed at the NHA DCSD Area Complex in Fort Defiance, Arizona, at locations designated by NHA, unless otherwise directed by NHA in writing.

NHA will identify the specific placement locations within the designated complex and will coordinate with the selected Design-Build Firm regarding site access and available site information. The Design-Build Firm shall be responsible for evaluating and verifying the conditions necessary for delivery and installation, including access, staging, foundations or support requirements, utility availability and connections, transportation, crane or setting requirements, and other conditions necessary to provide the Demonstration Units in the required finished and operational condition.

The Demonstration Units are intended for NHA review, evaluation, demonstration, stakeholder engagement, training, and operational use. Following final acceptance, the Demonstration Units become the property of NHA unless otherwise specified, and Addendum No. 1 provides NHA with use of the units for demonstration, training, evaluation, occupancy, operational use, and stakeholder review.

For clarity, the Demonstration Units will not be installed at four of the thirty-three (33) scattered-site production home locations. The four Demonstration Units are additional Project units and will be installed at the NHA-designated location at the DCSD Area Complex in Fort Defiance, Arizona.

70. Is the intent for residents or other stakeholders to inspect the four demonstration units and then select a preferred modular construction system or manufacturer?

NHA Response: The intent of the four (4) Demonstration Units is to provide NHA, residents/clients, and other stakeholders an opportunity to review and evaluate representative modular housing systems, features, materials, finishes, functionality, workmanship, equipment, maintainability, and overall quality before additional production proceeds. Addendum No. 1 specifically provides for stakeholder walkthroughs and evaluation activities to assist NHA in identifying improvements, developing standards, and establishing acceptance criteria for subsequent production.

The Demonstration Unit evaluation should **not be interpreted as a resident voting or selection process in which a particular modular manufacturer is guaranteed some or all of the 33 production homes.** The RFP and Addendum do not establish such a manufacturer-selection process.

Stakeholder input obtained through the Demonstration Unit evaluation may be considered by NHA and the Design-Build Firm in determining appropriate **housing features,**

configurations, materials, finishes, accessibility considerations, functionality, performance standards, and other improvements for the production homes.

The Design-Build Firm remains responsible for prequalifying the modular manufacturer(s) based upon the requirements identified in the RFP, including applicable experience, warranties, pricing transparency, manufacturing capability and timelines, transportation, and Project coordination.

For clarity, the purpose of the Demonstration Units is to evaluate and help establish appropriate housing standards and options responsive to the varying needs of Navajo families and clients—not to conduct a competition among manufacturers or guarantee production quantities to a particular manufacturer.

71. If residents are selecting among the demonstrated systems, how is that selection process intended to coordinate with the overall 180-day project schedule?

NHA Response: NHA clarifies that residents and stakeholders are not being asked to independently select a modular manufacturer or construction system for award of the production homes. The Demonstration Unit process is intended to provide NHA, residents/clients, and other stakeholders an opportunity to review and provide input regarding the proposed housing systems, materials, finishes, functionality, space planning, equipment, maintenance requirements, and other features. That input may be used by NHA and the Design-Build Firm to identify improvements and establish standards and acceptance criteria for subsequent production.

The Demonstration Units shall therefore be **designed, manufactured, delivered, installed, and made available for evaluation sufficiently early within the overall 180-calendar-day Contract Time** to allow the evaluation results to inform subsequent production. The demonstration and stakeholder-evaluation process does not create a separate period outside of, or in addition to, the 180-calendar-day Contract Time. \

The selected Design-Build Firm shall incorporate the Demonstration Unit fabrication, delivery, installation, NHA review, stakeholder walkthroughs, evaluation, and any resulting design coordination into its detailed Project Schedule. Design, procurement, manufacturing, site preparation, and other activities may be coordinated and performed concurrently where appropriate to maintain the overall Project schedule.

Stakeholder input is intended to inform the production housing standards and options; it is not intended to function as a manufacturer-selection process or to guarantee a particular manufacturer any portion of the 33 production homes.

Accordingly, the Design-Build Firm shall schedule the Demonstration Units and evaluation process early enough to obtain meaningful NHA and stakeholder input **without extending the overall 180-calendar-day Contract Time.**

72. How will the demonstration-unit selection affect the final design of the individual homes?

NHA Response: The Demonstration Unit process is intended to inform and refine the final design of the production homes, rather than result in the selection of a single Demonstration Unit that must be duplicated for all thirty-three (33) homes.

NHA's evaluation of the Demonstration Units may be used to assess and establish Project standards for **materials, finishes, workmanship, functionality, space planning, equipment and fixtures, maintenance requirements, durability, performance, and other housing features**, as well as to identify appropriate improvements and acceptance criteria for subsequent production.

The results of that evaluation shall be incorporated into the subsequent design development of the production homes **as applicable**, while recognizing that the individual homes may

require different bedroom configurations, floorplans, site-specific design conditions, reasonable accommodations, utility connections, foundations, civil/site improvements, and other client- or site-specific requirements. The RFP provides for coordination of reasonable accommodations among NHA, the client, and the Design-Build on a location-specific basis. Accordingly, the Demonstration Unit evaluation is intended to establish a **common level of quality and performance while preserving sufficient Design-Build flexibility to address the varying needs of the individual homes and clients**. It does not require all 33 production homes to have an identical floorplan, configuration, or set of features.

Any changes identified through the Demonstration Unit evaluation shall be incorporated through the Design-Build process as appropriate. Consistent with Addendum No. 1, changes identified during the evaluation **do not automatically constitute a change in Contract Price unless they materially alter the Contract scope**.

For clarity, the Demonstration Units establish and validate standards for subsequent production; they do not establish a single “winning” model or manufacturer that must be used identically for all 33 homes.

73. Will NHA consider existing modular home designs or standard manufacturer models, provided they meet all required engineering, certification, code and program requirements?

NHA Response: Yes. NHA will consider the use of existing modular home designs, standard manufacturer models, and previously developed modular floorplans as a basis for the Project, provided the proposed designs can be demonstrated to meet all applicable requirements of the RFP, Addenda, Contract Documents, governing codes, program requirements, and NHA approval.

The Design-Build Firm is not required to develop an entirely new modular housing design where an existing manufacturer design or standard model can appropriately satisfy the Project requirements. However, use of an existing or standard design **does not relieve the Design-Build Firm of responsibility for the complete, coordinated and code-compliant design of the Project**.

Existing or standard designs shall be reviewed and, where necessary, modified or adapted to address the required bedroom configurations, client needs, reasonable accommodations, applicable engineering and structural requirements, foundations, site conditions, civil and grading requirements, utility connections, transportation and installation requirements, and other Project-specific conditions. The RFP requires complete construction documents and the applicable professional certifications and seals. S

The proposed manufacturer(s) shall also satisfy the RFP's modular-manufacturer prequalification requirements, including applicable experience, warranties, pricing transparency, manufacturing capability and timelines, transportation, and Project coordination requirements.

For clarity, NHA encourages the Design-Build Firm to utilize proven and efficient modular designs where appropriate; however, acceptance of an existing manufacturer model does not constitute automatic approval of that model for every site. Each proposed design must be appropriately coordinated and adapted to satisfy the applicable client, site, engineering, accessibility, utility, code, and Project requirements.

74. Does NHA intend for one architect/design team to develop the final residential designs for consistency, or may each modular manufacturer use its own design and engineering team?

NHA Response: NHA does not require that all modular manufacturers utilize a single architect or engineering firm. A modular manufacturer may utilize its own qualified design and

engineering professionals for its proprietary modular system, provided all applicable professional qualifications, licensing, certifications, engineering, code, and Project requirements are satisfied.

However, the selected **Design-Build Firm remains responsible for the complete and coordinated design of the overall Project**. The use of manufacturer-specific architects, engineers, or proprietary designs does not transfer or divide the Design-Builder's overall responsibility to NHA for providing complete, coordinated, code-compliant construction documents and the required professional certifications and seals.

The Design-Build Firm and its design team shall coordinate the modular manufacturer's design and engineering with all applicable Project requirements, including **site conditions, foundations, structural interfaces, civil and grading requirements, drainage, utilities and service connections, accessibility and reasonable accommodations, transportation, setting and installation requirements, and other site-specific conditions**. The RFP requires applicable professional seals for civil/grading, mechanical, electrical, plumbing, structural, and soils-related design.

Where multiple modular manufacturers or design systems are utilized, the Design-Build Firm shall establish sufficient **design standards and coordination procedures to provide consistency in quality, performance, code compliance, maintainability, and applicable NHA requirements** across the Project. Manufacturer-specific design differences are permissible where they satisfy the approved Project requirements.

For clarity, NHA is not prescribing a single architect for every modular manufacturer. Manufacturer design and engineering teams may be utilized, but the Design-Build Firm remains the single point of responsibility for integrating and coordinating those designs into the overall Project and ensuring compliance with the RFP and Contract Documents.

75. For the required home configurations, is NHA expecting one approved design for each specified size/configuration, or multiple design options within each size?

NHA Response: NHA is not prescribing a single identical residential design for each required bedroom configuration, nor does the RFP establish a specific number of design options that must be provided within each size.

The Design-Build Firm may develop **standardized and repeatable modular designs and floorplans** for the required bedroom configurations while providing sufficient flexibility to address the varying needs of NHA clients and individual sites. The final number and configuration of design options shall be developed through the Design-Build process and shall remain subject to NHA review and approval. The RFP identifies the applicable bedroom distribution and provides for development of the housing program through the Design-Build process.

Standardization is encouraged where it supports **efficient design, manufacturing, cost control, quality, schedule, transportation, installation, maintenance, and repeatability**; however, standardized designs shall be capable of appropriate modification where necessary to address reasonable accommodations, client needs, site conditions, foundations, utilities, civil/site requirements, and other applicable Project requirements. The RFP specifically provides for coordination among NHA, the client, and the Design-Builder regarding reasonable accommodations on a location-specific basis.

The Demonstration Unit evaluation may also be used to help establish Project standards, identify improvements, and develop acceptance criteria that can be incorporated into the subsequent production designs.

For clarity, NHA's intent is to establish a coordinated family of modular housing designs rather than require 33 completely unique homes or one inflexible design for each bedroom size. The Design-Builder may propose multiple design options within a bedroom configuration where appropriate, subject to NHA review and approval and the requirements of the Contract Documents.

76. At what point, following review of the demonstration units, will NHA authorize production of the remaining units?

NHA Response: NHA will authorize production of the remaining modular units following completion of the Demonstration Unit review and evaluation process and NHA's acceptance of the applicable standards, features, materials, finishes, systems, and other requirements to be incorporated into subsequent production.

The purpose of the Demonstration Units is to allow NHA to evaluate the proposed modular systems, materials, finishes, workmanship, building systems, equipment, functionality, durability, maintainability, and overall quality prior to additional production. The evaluation process may include stakeholder walkthroughs, identification of improvements, development of standards, and establishment of acceptance criteria for the production units. Addendum Following that evaluation, the Design-Build Firm shall incorporate **NHA-approved comments, standards, and applicable improvements** into the production design documents. Production shall then proceed upon NHA's applicable written authorization and approval of the required design and construction documents and applicable GMP(s), consistent with the Design-Build process established by the RFP. The RFP provides for the construction GMP to be developed during the second step of the process.

NHA has **not established a separate fixed waiting period** following the Demonstration Unit evaluation. The Design-Build Firm shall incorporate the demonstration review, NHA decision points, final design coordination, and production authorization into its Project Schedule so that these activities can be completed within the overall 180-calendar-day Contract Time.

For clarity, fabrication of the remaining production units shall not proceed solely because the Demonstration Units have been delivered. NHA's review must be completed, applicable evaluation comments incorporated or resolved, and NHA's required written authorization and applicable GMP/design approvals obtained before proceeding with production.

All other provisions of this Request for Proposal shall remain unchanged. Please ensure you acknowledge this Addendum by printing and signing below. This must be included in your proposal response. Failure to do so is subject to proposer disqualification by the NHA.



Pamela Tsosie, Procurement Construction Specialist
NHA Procurement Construction Department

Acknowledgement of Addendum Number Two (2):

Print Name: _____

Signature: _____

Title: _____

**NHA Contract Insurance Requirements
(Construction & Professional Service Agreements)**

The Consultant/Contractor agrees to obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the NHA at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies shall include: NHA as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the NHA will be excess and not contributing. The Consultant/Contractor shall provide and maintain minimum insurance limits as follows:

Coverage Afforded	Limits of Liability
Workers' Compensation	Statutory
Employer Liability	\$1,000,000
Pollution (Environmental Liability)	\$1,000,000
Commercial General Liability to include: Premises and Operations Product and Completed Operations Blanket Contractual Broad Form Property Damage Personal Injury	\$1,000,000 Bodily Injury and Property Damage Combined single Limit
Commercial Automobile Liability to include Owned, Non-owned, Leased, Hired Vehicles	\$1,000,000 Bodily Injury and Property
Professional Services Contracts Only Professional Liability Insurance (Errors/Omissions)	\$1,000,000 (minimum) (Combined Single Limit)

Consultant/Contractor shall present to NHA Contracts Office written evidence (Certificate of Insurance) of compliance with required coverage as listed above. Said evidence shall be to the Procurement Construction Department satisfaction.

It shall be considered a material breach if the Contractor fails to maintain insurance coverage as detailed above, to include the NHA designated as Additional Insured, and shall, at the sole discretion of the NHA, be grounded for immediate termination of the Contract.