

**Request for Proposal (RFP) for Design-Build Services for Red Mesa Trading Co. Convenience Store**  
**BID NO: 25-04-3663GC**

Date of Issuance: April 29, 2025

Issuing Entity:

Navajo Nation Division of Economic Development (DED)/Small Business Development Department  
PO BOX 663  
Window Rock, AZ 86511

Project Location: Northwest corner of the junction of Navajo Route 6 and Navajo Route 15, Indian Wells Commercial Project Site, Indian Wells, Arizona (Navajo Nation Trust Lands)

Submission Deadline: **4:00 pm MST on May 9<sup>th</sup>, 2025**

Submission Location:

C/O Myron Rintala, SPPS  
Navajo Nation Division of Economic Development (DED)/Administration Department  
Karigan Profession Building  
100 Taylor Road  
St. Michaels, AZ 86511

## **I. INTRODUCTION**

The Navajo Nation Division of Economic Development (DED) (the "Owner") is soliciting proposals from qualified Design-Build Entities (the "Proposer" or "Design-Builder") to provide comprehensive design and construction services for the development of a Build-to-Suit convenience store, approximately 4,800 square feet, including all site work and related infrastructure (the "Project"). These services will be executed under a Design-Build form of agreement. The Design-Builder will coordinate closely with the Tenant, Red Mesa Trading Co.

## **II. PURPOSE**

This Request for Proposals (RFP) solicits experienced Design-Build Entities capable of providing integrated design and construction services for the development of an approximately 4,800 square foot Build-to-Suit convenience store, encompassing all necessary site work and related infrastructure. The Project will be delivered via a Design-Build agreement, requiring close coordination between the Design-Builder and the Tenant, Red Mesa Trading Co.

## **III. SITE/PROJECT DESCRIPTION**

The Project Site is situated on Navajo Nation Trust Lands in Indian Wells, Arizona, specifically at the northwest corner of the intersection of Navajo Route 6 and Navajo Route 15, within the Indian Wells Commercial Project Site.

The Indian Wells Commercial Project site comprises 25 acres designated for commercial development. Preliminary site work, including clearing, grading, and drainage, has been completed on 10 of these acres, along with the construction of two access roads.

Engineering plans for the extension of a 6-inch water main and a subsurface wastewater disposal system have been finalized but are not yet installed. The Design-Builder's scope of work includes the installation of these systems, as well as the design and installation of the water and sanitary sewer service connections from the building to the respective mainlines.

The Navajo Nation Division of Economic Development (DED) is coordinating with the Navajo Tribal Utility Authority (NTUA) for the extension of an NTUA powerline to the site. The Project scope includes the design and installation of the electrical service line from the building to the transformer, including the design and construction of any required transformer pad.

The Project entails the design and construction of a new convenience store facility of approximately 4,800 square feet, located at the south end of the previously graded 10 acres. All necessary Site Work to create a fully functional facility is included, such as pavement of access roads and parking areas, utility connections, and landscaping. Required utilities include water, sewer, telephone, internet, propane, and power.

#### **IV. SCHEDULE**

Schedule of Activities:

<b>Activity</b>	<b>Date</b>
Issuance of RFP	April 29th, 2025
RFP questions due by	4:00 pm MST on 5/6/2025
Statement submission Deadline	4:00 pm MSt on <b>May 9<sup>th</sup>, 2025</b>
Anticipated date of contract award	May 9 <sup>th</sup> , 2025

#### **V. SCOPE OF WORK**

Overview of Requirements

##### **A. Scope of Work/Services**

- Review and Evaluation of Existing Conditions:
- Conduct a comprehensive Site Assessment. This evaluation must encompass all tasks necessary to fully understand the existing site conditions and meet the requirements of this RFP. All supplementary activities typically associated with a thorough site investigation are included.
- Conduct a topographical survey of the entire 10-acre site.
- A geotechnical soils investigation has been previously conducted, and the results are available for the Design-Builder's use.

Architectural/Engineering Services:

- Provide complete Architectural and Engineering services for the design of an approximately 4,800 square foot convenience store and all associated site infrastructure and site work. This infrastructure and site work include water and sanitary sewer service lines; electrical service connection to the transformer, including any required transformer pad; telephone and internet services; paved turnouts, roadways, and parking areas; curbs and sidewalks; and drainage structures.
- The C-Store Tenant, Red Mesa Trading Company, has provided a proposed dimensioned floor plan and a preliminary conceptual site plan. These plans will serve as the basis for the site and store designs and may be modified with the consultation and approval of both the Tenant and the Navajo Nation Division of Economic Development (DED).

- The Design-Builder has prime responsibility for the complete design of the Project. However, the Design-Builder must maintain close consultation with and obtain approval from the Tenant throughout the design and construction process. The Navajo Nation Division of Economic Development (DED) and the convenience store tenant, Red Mesa Trading Company, will review and approve the drawings and specifications as they are developed from the schematic design phase through the construction documents phase.
- The requested Architectural/Engineering services include all necessary activities and incidentals, such as location and route surveys, and topographic surveys.
- The facility must be designed in accordance with the Technical Provisions outlined in Section VII of this RFP, the Facility Design Criteria provided in Exhibit B, and all applicable federal, state, and Navajo Nation codes, regulations, and requirements.

The design drawings and pertinent documents must be submitted according to the schedule detailed in Section VIII, Deliverables. Specific activities and tasks include, but are not limited to, the following:

## B. Specifications

### Schematic Design

- Prepare initial plans and specifications for review, comment, and approval in accordance with Exhibit C, Minimum Drawings and Specifications Requirements
- Identify any Long Lead Equipment (LLE) that will be integrated into the new facility. Procurement of any identified LLE items must be proactively managed to avoid delays in the overall Project schedule. Long Lead Equipment (LLE) is defined as any item with a delivery lead time of 12 weeks or longer, or any item that could potentially impact construction progress.
- Design Development
- Based on the approved schematic design, develop and submit design development drawings and specifications for the building and site in accordance with Exhibit C, Minimum Drawings and Specifications Requirements.
- The Design-Builder must closely coordinate with the Tenant and the Navajo Nation Division of Economic Development (DED) regarding building space layouts, equipment layouts, facility design criteria, site plan, and other tenant-specific requirements.
- The Design-Builder must coordinate with the Navajo Tribal Utility Authority (NTUA) on all electrical, water, and sewer service lines and adhere to all applicable NTUA standards and requirements. The Design-Builder must provide preliminary and final design documents to NTUA for their review and approval of the affected utilities.
- The Design-Builder must incorporate all review comments, requested changes, and revisions into the drawings at no additional cost to the Owner.
- The Design-Builder must submit a detailed cost breakdown of the probable construction costs.
- Construction Documents
- Following the approval(s) of the design development drawings, the Design-Builder's Architect/Engineer must prepare a comprehensive set of construction plans and specifications to facilitate the construction of the Project in accordance with Exhibit C, Minimum Drawings and Specification Requirements.
- The construction documents must be developed in collaboration with the Tenant, the Navajo Nation Division of Economic Development (DED), and all relevant agencies or utility providers. The Design-Builder must obtain written approvals from all pertinent parties before commencing construction. Regular interim updates and monthly progress meetings must be held with the Tenant, the Navajo Nation Division of Economic Development (DED), and other affected agencies to communicate design progress, scheduling, and address any issues or questions.
- Cost Estimates

- Cost estimates must be prepared by qualified professionals and cost estimators, utilizing computed unit measures and quantities based on prevailing labor and material prices. These estimates must be sufficiently detailed to encompass the complete Project scope.
- Preliminary Cost Estimate: This estimate must establish the total preliminary construction cost using factored costs such as square foot costs and lump sum costs, and/or through detailed labor and material breakdowns.
- Design Development Cost Estimate: This estimate must be detailed and sufficiently refined to accurately reflect the eventual scope of the Project.
- Final Cost Estimate: The final cost estimate must provide a complete and quantitative breakdown of all material, equipment, and labor items required to complete the Project. All work items must be listed separately and evaluated under their respective headings.

### C. Construction

The Design-Builder must construct the facility and all required site work in strict accordance with the approved Construction Documents and Technical Provisions. The Design-Builder's Architect and Engineer must also provide the following services during the construction phase:

#### Administrative

- The Architect/Engineer must promptly review and approve shop drawings, equipment lists, material submittals, and other submissions from subcontractors and vendors to ensure conformance with the Contract Documents. These shop drawings and submittals must be forwarded to the Navajo Nation Division of Economic Development (DED) and Tenant for final approval.
- The Architect/Engineer must interpret the Construction Documents and render formal decisions regarding their intent. Written conclusions must be provided to the Navajo Nation Division of Economic Development (DED) for concurrence.
- The Architect/Engineer must prepare plans, specifications, change notice forms, and cost estimates for potential Change Orders. All Change Orders must be submitted to the Navajo Nation Division of Economic Development (DED) for review and approval prior to implementation. Changes resulting from insufficient detail, inadequate site investigation, or necessary to rectify a design deficiency, omission, or non-compliance with applicable codes and regulations are considered part of the original agreement and will not result in additional cost to the Navajo Nation Division of Economic Development (DED).

#### Inspections

- The Architect/Engineer must conduct regular site visits, at least monthly, to monitor and inspect the progress of construction, ensuring it is proceeding satisfactorily and in accordance with the Contract Documents. Reports of these inspections must be provided to the Navajo Nation Division of Economic Development (DED). The Architect/Engineer must also be available on-site as required by special circumstances or upon request by the Navajo Nation Division of Economic Development (DED). All Architect/Engineer inspection services and associated costs during this period are part of the basic services. Any defects, deficiencies, and/or safety violations identified during these inspections must be promptly brought to the attention of the Navajo Nation Division of Economic Development (DED).
- The Architect/Engineer must procure and be responsible for the cost of an independent certified Materials Testing firm to perform all necessary quality control testing of materials, including:
  - Soil proctor and in-place soil density testing for the building foundation, streets, parking lots, curbing, sidewalks, culverts, retaining walls, and other elements requiring density testing.
  - Specific borrow material tests, including gradations, swell potential, plasticity index, and proctors.
  - Specific concrete tests, including slump, air content, and compressive strength.

- Specific asphaltic concrete pavement tests, including extraction/gradation, density, and in-place thickness (cores).
- Any special inspection or testing deemed necessary or advisable to ensure the proper intent of the Construction Documents is met.
- Original copies of all test results must be submitted to the Navajo Nation Division of Economic Development (DED) in a timely manner.

#### Project Management

- The Navajo Nation Division of Economic Development (DED) reserves the right and responsibility to monitor the Project to ensure that construction progresses satisfactorily and in accordance with the Construction Documents. Monitoring activities include reviewing and approving project documents (plans, specifications, material submittals, change orders), reviewing test reports, presiding over construction meetings, and all other necessary actions to ensure satisfactory progress and compliance with Project requirements.
- The Navajo Nation Division of Economic Development (DED) reserves the right to provide an inspector for the Work, who has approval and sign-off authority on all completed work and the right to reject any work that does not conform to the Construction Documents.
- The Tenant may also provide an on-site representative to monitor and inspect the construction work as deemed necessary to ensure adherence to the Construction Documents.
- Any monitoring and inspection by the Navajo Nation Division of Economic Development (DED) and Tenant does not diminish the Design-BUILDER's liability for negligence in inspection, review of shop drawings and other submittals, documentation, certification, or the Work itself.
- The Navajo Nation Division of Economic Development (DED) has the authority to issue a Stop Work Order to the Design-BUILDER whenever it is deemed necessary for the proper execution of this Project.

#### Final Inspection

- The Design-BUILDER must, in conjunction with the Navajo Nation Division of Economic Development (DED) and the Tenant, conduct a Final Inspection of the Project and issue a Certificate of Substantial Completion prior to occupancy by the Tenant.
- The Design-BUILDER must provide the Navajo Nation Division of Economic Development (DED) and Tenant with a complete set of 24" x 36" As-Built drawings. Any deviations or modifications made to the approved Construction Drawings during construction must be accurately recorded on the As-Built drawings.
- The Design-BUILDER must provide comprehensive orientation to designated Navajo Nation Division of Economic Development (DED) and Tenant personnel on the operational procedures of all installed equipment and furnish all relevant equipment operating manuals and warranties.
- The Design-BUILDER must also furnish all other information pertinent to the completion of the Project and perform all other activities typically associated with the closeout of a construction project.

## VI. ADDITIONAL SERVICES

#### Boundary Survey

- Conduct a boundary survey of the proposed Tenant Lease area, estimated to be between 1.5 and 2 acres depending on the final site plan. Provide a professional plat and a legal description of the site. Set new corner pins as required. The boundary survey and legal description must conform to the requirements outlined in the Navajo Area Real Estate Services Survey Requirements Policy.

#### Import Backfill

- Import, place, and compact approximately 7,500 cubic yards of backfill material. Placement and compaction must be performed in accordance with the Indian Wells Commercial Site Development Construction Plans and Specifications.

Construct Water Main, Sewer Main, and Sewer Drain Field Facilities.

- Construct approximately 600 linear feet of 6-inch water main, 600 linear feet of 8-inch sewer main, all necessary appurtenances, and the complete Sewer Drain Field Facilities in accordance with the Indian Wells Commercial Site Development Construction Plans and Specifications.

## **VII. TECHNICAL PROVISIONS and STANDARDS**

All aspects of the design and construction of the Facility and Site Work must comply with the latest editions of the following Specifications, Codes, Manuals, and all applicable local, Navajo Nation, State, and Federal regulations. These include, but are not limited to:

- International Building Code
- International Plumbing Code
- International Mechanical Code
- International Fire Code
- National Electrical Code
- National Fire Prevention Association Codes
- Fire/Life Safety Code
- Americans with Disabilities Act (ADA)
- American Society of Mechanical Engineers (ASME) Codes and Standards
- Indian Health Service (IHS) and Navajo Nation Sanitation Requirements
- Navajo Tribal Utility Authority (NTUA) Design Standards and Construction Requirements
- Navajo Nation Department of Transportation (NNDOT) Standards and Construction Requirements for Access roads and On-Site streets
- American Association of State Highway and Transportation Officials (AASHTO) Design Standards
- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- Red Mesa Trading Post Requirements, Standards, and Details \[Note: You must provide these details]
- Indian Wells Commercial Site Development Construction Plans and Specifications \[Note: You must provide these details]
- Navajo Area Real Estate Services Survey Requirements Policy \[Note: You must provide this policy]
- Minimum Drawing Requirements attached as Exhibit C \[Note: You must ensure Exhibit C is attached to the RFP]

The Design-Builder shall augment these standards as necessary to provide a complete and coordinated design and a full set of constructible Construction Documents. In the event of a conflict between the above specifications and codes, the more stringent specification or code shall govern.

## **VIII. DELIVERABLES**

The Design-Builder shall deliver the documents required by the terms of the Contract to the Navajo Nation Division of Economic Development (DED). Upon delivery, these documents become the property of the Navajo Nation Division of Economic Development (DED). All correspondence shall be either hand-carried or sent via first-class mail. Expedited delivery may be required in certain instances to meet critical deadlines established in this RFP, and these deliveries shall be at no additional cost to the Navajo

Nation Division of Economic Development (DED). The Design-Builder is responsible for reproducing the following quantities of drawings and documents:

#### Deliverable Requirements

Document Description	Quantity
	Schematic Review Drawings and Specifications (@ 50% Completion) Four (4) bound sets of blueline Drawings and Specifications
Preliminary Cost Estimate (@ 50% Completion) Three (3) bound copies	Long Lead Equipment Drawings, Specifications, and Details (if required) Two (2) bound sets of LLE spreadsheets   Two (2) sets of blueline Drawings and Specifications
Design Development Review Drawings and Specifications (@ 75% Completion) Five (5) bound sets of blueline Drawings and Specifications	Design Development Cost Estimate (@ 75% Completion) Three (3) bound copies
Construction Documents Review Drawings and Specifications (@ 100% Completion) Five (5) bound sets of blueline Drawings and Specifications	Final Cost Estimate (@ 100% Completion) Three (3) bound copies
Final Construction Drawings and Specifications (@ 100% Completion) Five (5) bound sets of full-size blueline drawings   Five (5) bound sets of the Project Manual and Specifications   Two (2) sets of half-size drawings	As-Built Drawings (within 15 days of Substantial Completion) Two (2) sets of marked-up blueline drawings

#### IX. PROJECT TIME SCHEDULE

##### Project Phases and Durations

Phase	Duration
Site Assessment	14 days
Preliminary Design	30 days
Design Development	30 days
Construction Documents	30 days
Construction	322 days
Total Calendar Days	426 days

The duration of each phase begins after the Navajo Nation Division of Economic Development (DED) has reviewed and approved the previous phase.

#### X. TERMS AND CONDITIONS

- **Governing Law and Regulations:** All applicable Navajo Nation laws and regulations shall govern this procurement, including the eligibility of any interested entity under consideration for a contract award. All interested entities, any awardee, and contracting party shall comply with any and all applicable laws, regulations, and policies governing procurement, administration, performance, payment, reporting, and any other matters related to this RFP.

- The DED is not bound to enter a contract under the RFP and may issue a subsequent RFP for the same services. The Navajo Nation is a sovereign government, and all contracts entered into as a result of this RFP shall comply with Navajo Nation laws, rules, and regulations, and applicable federal laws, rules, and regulations.
- No Waiver of Sovereign Immunity: The Navajo Nation is a sovereign government and any contract resulting from this RFP shall not waive the sovereign immunity of the Navajo Nation unless approved by a two-thirds vote of the full membership of the Navajo Nation Council.
- Performance: The Design-Builder shall furnish all necessary labor, materials, tools, equipment, water, light, heat, power, transportation, and supervision necessary for performance of all aspects of the work and shall properly protect it until the Navajo Nation Division of Economic Development (DED)'s acceptance. Upon completion of the work and before final inspection, the Design-Builder shall remove all rejected material and rubbish resulting from its work, perform required cleaning, and deliver the facility in complete and operating condition, having performed the required testing of the water, sewer, power, gas, HVAC, controls, and other installed systems.
- Schedule: Within 7 days after the Notice-to-Proceed is issued, the Design-Builder shall prepare and submit to the Navajo Nation Division of Economic Development (DED) for approval three copies of a practical and realistic schedule showing the proposed sequence of work. The schedule shall be in the form of a progress chart, with a suitable scale to indicate the percentage of work scheduled for completion by any given date during the project period.
- Project Manager: The Design-Builder shall appoint a PROJECT MANAGER to serve as the single point of contact for all Work. All activities pertaining to the facility's development shall be coordinated with the Navajo Nation Division of Economic Development (DED) and Red Mesa Trading Company's PROJECT MANAGERS.
- Coordination: The Design Builder shall attend monthly conferences with Navajo Nation Division of Economic Development (DED) and Red Mesa Trading Co. personnel during the design phase. These conferences will provide opportunities to offer recommendations, discuss design options, address problems, present conclusions, and review work products. Architects and Engineers involved in the design work shall be present at these meetings.
- Special Conferences: If, between the preliminary and final design submittal, the Design/Builder discovers that the Scope of Work is unfeasible, that received data contains discrepancies, that the final cost estimate will exceed the preliminary amount, that the final budget is unattainable, or that an alternate proposal should be considered, the Design/Builder shall request a conference to resolve the issue.
- Record of Design Meetings and Site Investigations: The Design/Builder shall prepare written records of all meetings, discussions, and directives related to the project's design work. These records, titled "Design Meetings Summary" and numbered consecutively, shall completely identify participating personnel, discussed subjects, conclusions, decisions, etc., and shall be provided to all parties. The results of site investigations shall be documented in the appropriate section of the Design Analysis.
- Value Engineering: During the design process, when defining products, equipment, or procedures not specified as mandatory by the Navajo Nation Division of Economic Development (DED) or Red Mesa Trading Co., the Design Builder shall provide value engineering services to reduce costs.
- Architects and Engineers: All Architects and Engineers involved in design work shall be Professionals Registered in the State of Arizona. Proof of Professional Registration shall be submitted with the Proposal.
- Standard of Performance: The Design/Builder shall render all services in accordance with the highest professional standards. The Design/Builder is responsible for the professional and technical accuracy and coordination of all designs, drawings, specifications, and construction of the facility. The Architect/Engineer shall correct all errors, omissions, and inconsistencies at no



additional cost to the Navajo Nation Division of Economic Development (DED) upon notification that the work is insufficient or incorrect.

- Revisions: The Design/Builder shall revise and incorporate all changes or modifications to the Drawings and Specifications at no additional cost to the Navajo Nation Division of Economic Development (DED).
- Construction Meetings: Construction meetings shall be held at the construction site at least once a month, or as agreed upon by all parties, with the Design/Builder to ascertain the progress of the work, review the schedules, and resolve problems.
- Utilities: The Design-Builder shall coordinate all utility requirements with the utility provider having jurisdiction.
- Waste Material: The Design-Builder shall promptly remove all waste material resulting from the Work and legally dispose of it off the property.
- **Insurance: The Design/Builder shall maintain General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and Workers' Compensation Liability Insurance in accordance with statutory requirements.**
- Warranty:
  - The Design-Builder shall provide a written warranty for a minimum period of twenty (20) years against leaks in the roof system, including trims, flashings, and penetrations, arising from or caused by ordinary wear and tear under normal weather and atmospheric conditions. Coverage shall be for the full contract amount of the manufacturer's installed roof system.
  - The Design-Builder shall provide a manufacturer's written warranty for all applicable equipment, controls, etc.
  - Except for applicable equipment, controls, and other items that may have a longer warranty period, the Design-Builder shall provide a written one-year warranty for all performed Work.

## **XI. PROPOSAL CRITERIA, EVALUATION, AND SUBMISSION**

### **A. Proposal Criteria**

Note: The Price Proposal (as detailed in Section 4 below) must be submitted separately from the rest of the proposal, in accordance with the instructions provided in Section XI.E, "Price Proposal Submission."

Proposals submitted in response to this RFP must be comprehensive and clearly organized according to the outline provided in Section C. "Proposal Submission." And Section E. "Price Proposal Submission." Failure to include all information requested in the Proposal Outline may result in the proposal being deemed non-responsive and rejected. At a minimum, proposals must include the following sections:

1. Executive Summary: A concise overview of the Proposer's understanding of the Project, key qualifications, and proposed approach.
2. Company Qualifications and Experience: Detailed information about the Proposer's firm, history, relevant experience on similar Design-Build projects (especially convenience stores and those on tribal lands or in Arizona), qualifications of key personnel, organizational structure for this Project, safety record, relevant licenses and certifications (including Arizona registration for Architects and Engineers), and financial stability.
3. Technical Proposal: A comprehensive description of the Proposer's technical approach to the Project, including:
  - Understanding of the Project goals, site conditions, and the Tenant's requirements.
  - Preliminary design concepts for the convenience store and site layout, demonstrating an understanding of relevant codes, standards, and the Tenant's conceptual plans.
  - Proposed construction methodology, including project management approach, quality control measures, and safety plan.
  - Preliminary Project schedule that aligns with the durations provided in Section IX.

Approach to value engineering and cost control throughout the design and construction phases.

Communication and coordination plan, detailing how the Design-Builder will interact with the Owner and the Tenant.

4. Price Proposal: A clear and detailed breakdown of the proposed total Project cost, including all design fees, construction costs, permits, insurance, bonds, and any allowances. The proposal must clearly state the proposed contract type (e.g., lump sum, guaranteed maximum price) and any assumptions or exclusions. (Submitted Separately - See Section XI.E)
5. References: Contact information for at least three (3) recent clients for whom the Proposer has provided similar Design-Build services.
6. Response to Technical Provisions: A clear demonstration of the Proposer's understanding and ability to comply with the Technical Provisions and Standards outlined in Section VII.
7. Exceptions: A clearly identified section outlining any exceptions taken to the requirements of this RFP. Any exceptions must be explained, and their potential impact noted.

## B. Proposal Evaluation

Proposals will be evaluated by a selection committee based on the following criteria. The weighting of each criterion may be considered in the final evaluation:

1. Qualifications and Experience of the Design-Builder (Weight: 30%):
  - Experience in successfully completing similar Design-Build projects, particularly convenience stores and projects on tribal lands or in Arizona.
  - Qualifications and experience of the proposed Project team, including the Project Manager, Lead Architect, Lead Engineer(s), and Superintendent.
  - Demonstrated understanding of the complexities of working on Navajo Nation Trust Lands.
  - Safety record and EMR (Experience Modification Rate).
  - Financial stability and bonding capacity.
  - Professional registrations in the State of Arizona for key design personnel.
2. Technical Proposal (Weight: 30%):
  - Demonstrated understanding of the Project objectives, scope of work, site conditions, and Tenant requirements.
  - Quality and feasibility of the proposed preliminary design concepts.
  - Clarity and appropriateness of the proposed construction methodology and project management approach.
  - Reasonableness and achievability of the preliminary Project schedule.
  - Effectiveness of the proposed value engineering and cost control strategies.
  - Strength of the communication and coordination plan.
  - Responsiveness to the Technical Provisions and Standards outlined in Section VII.
3. Price Proposal (Weight: 20%):
  - Overall competitiveness and reasonableness of the proposed total Project cost.
  - Clarity, completeness, and detail of the cost breakdown.
  - Understanding of the scope of work included in the price.
  - Proposed contract type and associated terms.
4. References (Weight: 20%):
  - Positive feedback from provided references regarding the Proposer's performance, quality of work, adherence to schedule and budget, and communication and collaboration.

The Navajo Nation Division of Economic Development (DED) reserves the right to conduct interviews with shortlisted Proposers to further evaluate their qualifications and proposed approach.

## C. Proposal Submission

1. Format: Proposals must be submitted in a well-organized and professional manner, following the Proposal Outline provided in Exhibit A. All pages must be numbered, and the proposal must be bound or securely fastened.
2. Number of Copies: Proposers shall submit three (02) hard copies of their complete proposal (excluding the Price Proposal). **The Price Proposal must be submitted separately, as detailed in Section XI.E.**
3. Labeling: The outside of the submission package (for the main proposal) must be clearly labeled with the Project name ("Proposal for Design-Build Services - Red Mesa Trading Co. Convenience Store"), the Proposer's name and address, and the Submission Deadline.
4. Delivery: Proposals must be physically received at the offices of the Navajo Nation Division of Economic Development (DED) at the address specified in the Issuing Entity section by the Submission **Deadline of 4:00 pm MST on May 9th, 2025.** Telefaxed or emailed proposals will not be accepted.
5. Responsibility for Submission: The Proposer is solely responsible for ensuring that their proposal is received at the designated location by the specified deadline. The Navajo Nation Division of Economic Development (DED) is not responsible for delays caused by mail service, courier, or other delivery methods.
6. Non-Responsive Proposals: Proposals that do not comply with the submission requirements or fail to provide all requested information may be deemed non-responsive and may not be considered for evaluation.
7. Questions on RFP: Please submit your questions to mrrintala@navajo-nsn.gov by May 6<sup>th</sup>, 2025 by 4:00 PM MST.

#### D. NBOA Priority Preference

1. If a submitting entity is claiming NBOA preference, a currently valid NBOA preference certificate, issued by the Business Regulatory Department of the Navajo Division of Economic Development, must be included in the statement submission package.
2. The certificate must be current as of the submission deadline listed above. Submission of an out-of-date certificate, or omission of a certificate in a submitted statement claiming NBOA priority shall result in that statement being treated as a non-NBOA priority submission.
3. The submitting entity must indicate Priority Status (if claiming preference) on each submission copy.

#### E. Price Proposal Submission

1. Format: The Price Proposal must be submitted in a separate, sealed envelope (or package, if submitted physically) or as a separate electronic file (if electronic submission is allowed).
2. Labeling:
  - Physical Submission: The sealed envelope/package must be clearly labeled with the Project name ("Price Proposal for Design-Build Services - Red Mesa Trading Co. Convenience Store"), the Proposer's name and address, and the phrase "PRICE PROPOSAL - DO NOT OPEN UNTIL AUTHORIZED."
  - Electronic Submission: The separate electronic file must be clearly named using the following format: "[Proposer Name] - Price Proposal - Red Mesa Convenience Store."
3. Content: The Price Proposal must contain all the information detailed in Section XI.A.4, "Price Proposal."
4. Delivery: The separate Price Proposal must be submitted along with the main proposal but in its own sealed container/file.
5. Non-Compliance: Price Proposals that are not submitted separately and labeled correctly may be rejected.

## XII. OWNER'S RIGHTS AND RESERVATIONS

The Navajo Nation Division of Economic Development (DED) reserves the right to:

- Reject any or all proposals.
- Waive any irregularities or informalities in any proposal.
- Request additional information or clarification from any Proposer.
- Negotiate with the selected Proposer.
- Award the contract to the Proposer deemed to be the most qualified and whose proposal is most advantageous to the Navajo Nation Division of Economic Development (DED), considering the evaluation criteria.
- Cancel this RFP at any time without prior notice.
- Not be responsible for any costs incurred by Proposers in preparing and submitting their proposals.

### **XIII. CONFIDENTIALITY**

All information submitted by Proposers in response to this RFP will be treated as confidential until a contract is awarded.

### **XIV. GOVERNING LAW**

This RFP and any subsequent contract shall be governed by and construed in accordance with the laws of the Navajo Nation.