



REQUEST FOR PROPOSAL (RFP)

DESIGN-BUILD SERVICES

**Walker River Paiute Tribe
Tribal Health Clinic**

April 1, 2022
Schurz, Nevada

Prepared by:

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GENERAL INFORMATION

A. INTRODUCTION AND PROJECT DESCRIPTION

The Walker River Paiute Tribe (“Tribe”) issues this Request for Proposal (“RFP”) to provide the selection process for DESIGN-BUILD (“Contractor”) services for the Walker River Tribal Health Clinic. The Health Clinic is one of several infrastructure projects approved for funding under the tribe’s American Rescue Plan Act (ARPA) funding allocation. All approved ARPA funded infrastructures are anticipated to begin in Summer/Fall of 2022 and be completed no later than December 2025. Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience of the Project and offer their methodology for meeting the criteria noted in this RFP. The shortlisted finalists will then be requested to participate in an interview. At that stage of the selection process, respondents will be asked to include a fee proposal for the design work as outlined in this RFP. Once the design is complete, the Contractor will provide a price for the construction and the Tribe will decide whether to accept the price or to go out for bid for the construction contract.

Background

The Walker River Paiute Tribe, a federally recognized sovereign Indian tribe located in west central Nevada, requests proposals for a Design-Build Company to design and build its Tribal Health Clinic Project, which is necessary to respond to the COVID-19 health crisis.

Project Description:

Design and build a two-story Tribal Health Clinic (approx. 20,000 sq. ft.)

- Medical, Dental, Vision, Pharmacy, Lab Area, Treatment Rooms, COVID Pressurized Rooms.
- Exam rooms; Admin office spaces; miscellaneous rooms
- Storage and Warehouse Space
- Loading Dock with overhead door, Ambulance/Vehicle Bay
- Paved roadway leading to building with paved access around the entire building
- Helicopter landing area
- Elevator
- Parking Lot
- Covered parking for staff
- Short Privacy Wall

Conceptual drawings can be reviewed, but the final plans are not required to follow the existing conceptual drawings.

B. LOCATION

The Project is located on the Walker River Paiute Reservation; Schurz, Nevada

C. BUDGET

The approximate overall project budget is \$6,000,000. The design/build construction value is To Be Determined.

D. GENERAL DESIGN-BUILD SCOPE OF SERVICES

The exact scope of services required by the Tribe will be set forth in the agreement between the Tribe and the selected Contractor. Contractor's Design Team will report to the Tribe and work with the Tribe's Project Management team. The scope of work will consist of designing the Project in compliance with the Tribe's needs and producing final construction plans and specifications. Contractor will assist the Tribe's staff and consultants in completing the pre-construction/design phase of the project, and will prepare the plans for submission and final approval by the Tribal Council. In conjunction with this approval, the Contractor will have also prepared a final Guaranteed Maximum Price (GMP) for construction, anticipated at 100% Design Documents. Upon approval by the Tribe's Governing Body (Tribal Council), the contractor will enter into a pre-negotiated contract to perform the construction management/general contracting services and design construction administration necessary to satisfactorily complete the project in compliance with the contract documents.

The Contractor's services during the Pre-Construction Services phase shall include, but may not be limited to design and cost estimating of building and site, value engineering, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (GMP) Proposal for the Tribe's optional acceptance, reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Tribe and shall include estimated quantities and values justified by the Contractor. All clarifications, exclusions, exceptions must be identified within pricing packages and the GMP Proposal.

The Contractor's services during the Construction Services phase shall include, but may not be limited to, construction management, design construction administration, field supervision,

coordinating subcontractors, maintaining quality, meeting schedules and providing the general work for the Project.

The Contractor shall implement and maintain a project controls system with full access to the project information by all project stakeholders. The Contractor shall allow for “open book” policy and facilitate review of all Project contracts, records, accounting and other documentation and information, in any form, to the Tribe or persons designated by the Tribe for auditing purposes.

1. PRE-CONSTRUCTION SERVICES

The Contractor shall participate in the design process as an integral member of the Project Team and shall perform Pre-Construction Services that, in general, shall include but not be limited to the following:

- € Assemble a Design Team consisting of architects and engineers as necessary to complete the design of the Project in compliance with applicable building codes.
- € Schedule, attend and manage all necessary design work sessions with the Tribe and Design Team to gather and distribute information on the Project as required.
- € In conjunction with the Tribe and Project Management Team, immediately identify the Project requirements and prepare a comprehensive Construction Budget. Contractor to identify all project-related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), and other such costs that may be of consequence to Tribe.
- € Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the Tribe and the Design Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Tribe and the Design Team regularly to identify deviations and changes.
- € Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the Tribe. Conduct formal value engineering work sessions with the Tribe and the Design Team, and recommend design detail, system and assembly alternatives.
- € Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise the Tribe and the Design Team if it appears that the construction budget will not be met, and make

recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone: Schematic Design Package, Design Development (100% DDs); Permit Drawings (100%CDs). In addition to providing periodic estimates, it is expected that Contractor will work cooperatively with Tribe and the Design Team to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by the Tribe and the Design Team.

- ∅ Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
- ∅ Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by the Tribe and the Design Team.
- ∅ Prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for the Tribe's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Tribe, and shall include estimated quantities and values justified by the Contractor. All clarifications, exclusions, exceptions must be identified within your proposal.
- ∅ Identify and submit proposals for long lead items for direct purchase by the Tribe.

2. CONSTRUCTION SERVICES

If the Tribe elects to accept the GMP proposal, the Contractor shall construct the work according to the construction documents and specifications within the scheduled time frame agreed to with the Tribe.

- The Contractor will work with the Tribe's Owner's Representative Project Management Team to track project-related information.
- The Contractor will be required to provide close-out procedures such as assembling of punch lists, operations and maintenance manuals, record drawings, warranties/guarantees, third-party commissioning, start-up and testing, and all other necessary close-out functions. Warranty on items will be for a minimum of 2 years.

3. SCHEDULE

The final Project Schedule is to be determined. It is the Tribe's intent to provide Notice to Proceed for Pre-construction Services by May 30, 2022. Notice to Proceed for Construction Services is anticipated by September 2022. Construction completion is anticipated by December 31, 2024.

E. CONTACTS

Copies of this RFP are available from the Tribe's Owner Representative and on the tribe's website www.wrpt.org under the RFP tab.

Owner's Representative- Hozhonigo Consulting LLC

Project Manager: Zack Haynes

Phone: 530-249-2130

Email: zack@hozhonigo.com

F. SCHEDULE OF EVENTS

The anticipated schedule below outlines milestones for the project (*all times listed are Pacific Standard Time.*)

DATE	TIME	EVENT
April 1, 2022		Contractor RFP Issued
April 19, 2022	11:00 AM	Non-mandatory site visit
April 19, 2022	3:00 PM	Mandatory bidder's conference. Interested bidders must register by April 15, 2022.
April 22, 2022	5:00 PM	Contractor to confirm if they will submit (not a requirement to submit but requested by the Owner)
April 22, 2022	12:00 PM	Deadline for receipt of questions and inquiries
April 26, 2022		Final responses to questions, addendum one
May 2, 2022	1:00 PM	Deadline for submission of proposals from Contractor candidates
May 4, 2022		Notification of short-listed candidates, issuance of addendum two with pricing requirements
May 6, 2022	3:00 PM	Shortlisted candidates required to submit fee proposals to Owner Rep
May 9, 2022	TBD	Interviews of short-listed firms

May 11, 2022		Preferred Contractor recommended submitted to tribal council (anticipated)
May 12, 2022		Tribal Council to review/ approve
May 13, 2022		Contractor notified of award
May 27, 2022		Finalize contract negotiations (Anticipated)
May 30, 2022		Contractor Notice to Proceed (Anticipated)
December 2024		Construction Complete

G. CONTRACT REQUIREMENTS

1. Insurance: If awarded the contract under this RFP, Contractor must maintain agreed upon insurance coverages for Professional Liability/Errors and Omissions; Commercial General Liability, Commercial or Business Automobile Liability and Worker's Compensation.

2. Payment and Performance bonds: The successful bidder shall furnish assurances of satisfactory performance, such as payment and performance bonds.

3. Indian Preference: The Walker River Paiute Tribe exercises Indian preference in contracting. You are encouraged to include any information in your response that would qualify you for Indian preference including evidence that: (1) the majority ownership of the firm consists of one or more persons who are members of a federally recognized tribe; (2) that the persons claiming tribal membership are actively involved in the management of the firm; and (3) of the structure, management, and financing affecting the Indian character of the firm.

Offerors are required to provide Indian preference in subcontracting, training, and employment and include Indian preference requirements in any subcontracts that are entered in connection with the Tribe's contract. Failure to submit the required Indian preference statements on subcontracting, training, and employment shall be grounds for rejection of the offer.

Improper or false Indian certifications shall be grounds for termination of a contract or the imposition of penalties.

4. Tribal Tax: As part of doing a project on Tribal Trust Lands, Contractors will comply with the Tribe's Tax laws. The Tribe has a Tribal Tax Code that requires the Tribe to collect sales tax on all materials for a given project that are delivered by the manufacturer, wholesaler, or retailer to the job site on Tribal Land. The Tribal sales tax on all deliveries shall be the same sales tax charged on the product cost in the Mineral County. which is currently 6.85%. The manufacturer, wholesaler, or retailer shall be advised that they shall not charge any

tax going to sources other than the Walker River Paiute Tribe. The Contractor doing business with the Tribe shall be responsible for paying the Tribal Sales Tax and shall make this a part of the bid proposals on the project. The Contractor shall be responsible for having all materials and supplies for the project delivered to the Reservation prior to purchase so that the transaction will be subject to the Tribe's Sales and Use Tax, and not State taxes. For further information or explanation Bidders may contact the Tribe's Tax Director at (775)773-2478.

5. TERO: Walker River Paiute Tribal Employment Rights Ordinance in contracting will apply. All entities awarding contracts or subcontracts for supplies, services, labor, and materials in an amount of \$5,000 or more where the majority of the work on the contract or subcontract will occur within the exterior boundaries of the Walker River Paiute Reservation shall give; (1) First preference to qualified entities that are 51% or more owned and controlled by Tribal Members. (2) Preference in contracting and subcontracting to qualified entities that are certified by the TERO Commission as 51% or more Indian owned and controlled. In addition to the requirements for Contracting, the Contractor shall comply with the TERO concerning Tribal employment and training for work performed under this contract within the boundaries of the Reservation. Finally, Contractor will be required to pay a TERO fee of 3% of the total construction contract amount. For copies of the TERO or other information, contact: Sarah Lamkin at (775)773-2478.

6. Tribal and Federal Requirements: By submitting a proposal, the proposer has acknowledged acceptance of and the intent to abide by all the terms and conditions of this Solicitation including but not limited to:

- a. Compliance with all applicable Tribal and Federal Laws and regulations including Indian Preference.
- b. Compliance with Executive Order 11246 of September 24, 1965, Entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
- c. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C §874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented by Department of Labor regulations (29 CFR Part 5).
- e. Compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. C. §7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

f. Compliance with the Davis Bacon Act.

H. PROPOSAL INSTRUCTIONS.

- Pages in the proposal shall be typed with the maximum number of pages of proposal information to be limited to thirty 30 pages (including all cover sheets and attachments) numbered in sequential order.
- Submit a single electronic PDF file of your proposal by the submittal date/time aforementioned; email to the Owner's Representative contact listed above.
- No Proposing Firm may submit more than one proposal. Multiple submissions under different names will not be accepted from one firm, Joint Venture, or association.
- Each respondent must comply with the submission requirements as outlined. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the Tribe. At any stage, the Tribe reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, as the best interests of the Tribe may require.

I. PROPOSAL REQUIREMENTS

Proposals must include, but are not limited to, the following items:

1. A summary of you or your firm's experience and results in design-build services, including experience relevant to the design-build of health clinics. The summary should include any experience with services provided to entities receiving state and federal funds and experience providing services to federally recognized Indian tribes or other government;
2. A summary of you or your firm's experience in and familiarity with tribal communities and issues, if any;
3. Three client references including reference name, email, phone number, and a short explanation of similar project(s) you have completed for each reference.
4. A statement of proposed fees and costs, including tribal tax and TERO fees
5. A proposed scope of work, to include anticipated time by staff level, anticipated deliverables, and a detailed timeline.
6. Any information that may be relevant to assessing whether a conflict of interest exists;
7. A statement of information relevant to Indian preference, if any, as described below as well as supporting documents.

8. Organizational Chart: graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Pre-Construction and Construction phases.

J. QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFP

Questions and inquiries regarding the RFP should be directed to Hozhonigo Consulting via email to zack@hozhonigo.com by April 22, 2022. Responses to all questions will be sent by email by April 25, 2022 in addition to being made available on the tribe's website at www.wrpt.org under the RFP tab. Questions should not be submitted to the Tribe, or other parties, doing so will cause this candidate's removal from the RFP process.

K. PROPOSING FIRMS TO FULLY INFORM THEMSELVES

Proposers are required to fully inform themselves of all project conditions which may impact their proposal and the Tribe's requirements prior to submitting a proposal. Proposers should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal. Firms proposing are responsible for examining and determining for themselves the location and nature of the proposed work, the amount and character of the labor and materials required, and the difficulties which may be encountered. If requested in advance the Tribe will provide the Firm proposing access to the site to conduct such examinations as each Proposing Firm deems necessary for submission of a proposal. The Tribe will not consider any claims arising from failure to take such actions.

L. EVALUATION & SELECTION CRITERIA

The Tribe reserves the right to reject any or all responses to this RFP. Final selection of the short-listed Contractor candidates will be on the basis of their apparent ability to best meet the overall expectations of the Tribe, as determined solely by the Tribe.

The Tribe reserves the absolute right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the firm responding. The purpose of such investigation is to determine that the Contractor has the ability, experience, resources and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.

1. Proposal Evaluation: The following items will be reviewed to provide a basis for selection (not in order of priority):

Qualifications Proposal Phase of Selection (total points available = 100):

- Qualifications and experience of the teams, as indicated by prior successful completion of similar projects. 25 points
- Qualifications and experience of the key individuals, who will be assigned to this project, as indicated by prior involvement in similar projects. 25 points
- Proposed approach to completion of the scope of work and understanding of the project and project issues. 20 points
- References 15 points
- Demonstrated ability to provide acceptable surety by bond or letter of credit. 5 points
- Indian preference. 10 points

2. Interview & Fee Proposal Phase of Selection:

- Those respondents deemed best qualified will be invited to participate in an interview with the Selection Committee. An interview invitation will be sent out to approx. three (3) Candidates with the highest RFP submittal scores (from the above Qualifications Proposal Phase) on the date noted in the schedule of events. The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the RFP responses, and to introduce key members of the Contractor Team.

Note – Although the project cost will be a major component of the selection process, other factors will also be considered. Contract may not be awarded to the firm providing the lowest proposed fee.

3. Selection Process

- The Tribe will review all responses to this RFP that meet requirements and are received prior to the designated closing date and time.
- Upon review of the qualified firms, the Tribe will select the proposal which best reflects the Tribe's needs and requirements.
- The top firm's proposal, based on qualifications, will be reviewed and, if necessary, negotiations will commence.
- If a satisfactory agreement with the proposer cannot be reached, at a price that is determined to be fair and reasonable, negotiations with that firm shall be formally terminated. Negotiations with the second ranked proposer may then be initiated. Failing accord with the second ranked proposer, the Tribe shall formally terminate negotiations and may then undertake negotiations with the third ranked proposer or re-issue the RFP at their discretion.
- The Tribe will have sole determination of which proposal is in the Tribe's best interest.

4. Right of Rejection

The Tribe reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Proposing Firms, if such action is in the best interest of the Tribe. The Tribe has the right, in its sole and absolute discretion, to select the proposal or proposals that the Tribe determines best meets its needs.

5. Modification and Withdrawal of Proposal

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals due date/time provided that they are then fully in conformance with the RFP.

If, within twenty-four hours after proposals are opened, any company that provides written notice to the Tribe and promptly thereafter demonstrates to the reasonable satisfaction of Tribe that there was a material and substantial mistake in the preparation of its proposal, that company may withdraw its proposal. Thereafter, that company will be disqualified from further bidding on the Work.

M. COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the Proposing Firm's sole responsibility. The Tribe assumes no responsibility for payment of any expenses incurred by any Proposing Firm as part of the RFP process.

* * * End of Proposal Form * * *