



Prairie Band of Potawatomi Nation
16281 Q Road, Mayetta, KS 66509
Phone: (785)966.4000 • Fax: (785)966.3062

PRAIRIE BAND POTAWATOMI NATION

16281 Q ROAD

MAYETTA, KS 66509

REQUEST FOR PROPOSAL

“Health Center Exterior Wall Remodel”

SUBMISSION DEADLINE:

August 21st, 2024 @ 3:00 PM (CST)

Late submissions will not be considered.

Electronic bid submittals only.

SUBMIT TO:

PBPN Procurement Office

procurement@pbpnation.org



Prairie Band of Potawatomi Nation
16281 Q Road, Mayetta, KS 66509
Phone: (785)966.4000 • Fax: (785)966.3062

REQUEST FOR PROPOSAL(S)

SOLICITATION NUMBER: 2024-CM006

SOLICITATION DUE DATE / TIME: August 21st, 2024 @ 3:00 PM

SUBMITTAL LOCATION: Electronic Bid Submittals Only

DESCRIPTION: Health Center Exterior Wall Remodel

PRE- BID Onsite Meeting:

DATE	TIME	LOCATION
<u>8/1/2024</u>	<u>2:00 PM</u>	<u>11400 158th Road, Mayetta, KS 66509</u>

In accordance with PRAIRIE BAND POTAWATOMI NATION (PBPN or Nation) procurement policies, bids for the services specified will be received by PBPN at the e-mail address provided for in this Bid event. Bids received by the due date and time will be opened. The name of each Bidder will be publicly available. Bids must be submitted to the PBPN on or prior to the date and time indicated. Late bids will not be considered. It is the responsibility of the bidder to provide a company email address and routinely check with the PBPN Representative for Solicitation Amendments. Additional instructions for preparing a bid are included in this solicitation.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Michael Tamez
PBPN – Senior Procurement Specialist
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Mayetta, Kansas 66509
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PRAIRIE BAND POTAWATOMI NATION NARRATIVE

1. INTRODUCTION

The Prairie Band Potawatomi Nation (PBPN) is a federally recognized Indian tribe of more than 4,586 enrolled Tribal members and approximately 300 Tribal employees. With the 1996 opening of the PBPN Casino, the tribe has provided over 191 tribal homes fully occupied on the reservation as well as the Tribe's government offices, Police and Fire Stations, Boy & Girls Club facility, Health Center, Behavioral Health Center, Early Childhood Education, Senior Center, Language Program building, the PB Construction Inc., Firekeeper Golf Course, Nation Station Convenience store and several other enterprises.

2. BACKGROUND

The PBPN's reservation established by the 1846 treaty is located in Northeast Kansas.

PBPN has 56 commercial structures with an active Tribal government serving its membership with a full range of services including fire, police, sanitation, public improvements, health and social services, childcare, planning and zoning and general administrative services.

The PBPN government has a Council form of government. The Tribal Council is comprised of the Chairman and six (6) Council members elected by the Nation's General Council. The General Council consists of all enrolled members of the Nation who are 18 years of age or older meeting in a general council. The Tribal Council members are elected at large every four years with staggered terms. The Council is the legislative body of the Tribal government with the Chairman as the presiding officer. A General Manager is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

The General Council has the responsibility for oversight and regulation of the Nation's government.

1. SECTION ONE - GENERAL INFORMATION

1.1. Purpose for Request For Proposal (RFP)

The Prairie Band Potawatomi Nation (PBPN) Construction Management Department (CMD) is issuing this Request for Proposal (RFP); to initiate the selection of a Design/Build (DB) team/entity to enter into an agreement with the Owner to perform design and construction services. These services are to be performed using the Progressive Design/Build (PDB) delivery method for replacement of the exterior wall Façade to the existing Health Center located at 11400 158th Road, Mayetta, KS.

1.2. Project Location

PBPN Health Center Located at 11400 158th, Mayetta, KS 66509.

1.3. Proposal Guidelines

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted by e-mail **until 08 / 21 / 2024 3:00 PM. (CST)**. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If an organization submitting a proposal outsources or contracts any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include all outsourced or contracted work. Any proposals which call for outsourcing or contract work must include a name and description of the organizations being contracted and the type of work to be performed.

All costs must be itemized to include an explanation of all fees and costs.

1.4. Pre-Bid Teleconference

1.4.1. An onsite meeting will be held on **08/01/2024 at 2:00 PM (CST)** local time. Details of the onsite meeting are as follows:

Meeting will be held in the large Health Center Conference room. Please enter through South main entrance of Health Center and PBPN staff will assist with directions to the conference room.

1.4.2. The purpose of the onsite meeting is to clarify the contents of this solicitation and the procurement process to prevent any misunderstanding of the project, allow for tour and visual inspection of the planned project and to respond to any immediate questions that Contractor may have about this RFP. A list of persons in attendance at the pre-Proposal meeting will be recorded.

1.4.3. Any doubt as to the requirements of this Proposal (RFP) or any apparent omission or discrepancy should be presented to the Nation at this conference.

1.4.4. A bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

- 1.4.5. Persons with Disabilities: With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.
- 1.4.6. No oral communication from or with the Owner Contact, Tribal employee individuals or Tribal official concerning the Project during the Procurement process is allowed, except during the Pre- Bid Teleconference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.

1.5. Project Scope Of Work

The Design/build team will remove all existing exterior façade materials to include stucco, brick, and stone from the ground to existing soffit, repair any damaged wall, then installation of new Façade to EIFS, Stone, Brick, installation of new windows, flashing, sealing of wall penetrations, and on the interior of the building the removal of all drywall and insulation from floor to acoustical ceiling on all exterior walls. The proposal shall contain preliminary schedule of projects construction, proposed detailed budget to include engineering and design for project, and as-built drawings at end of project, and other information that PBPN can use to present to the various groups to seek final approval for the project.

1.6. Attachment – Table Of Contents

- 1.6.1. Attachment A – Scope of Work
- 1.6.2. Attachment B – Budget Worksheet (to be submitted as a separate PDF file)
- 1.6.3. Attachment C – Drug Free Workplace Certification
- 1.6.4. Attachment D – PBPN Disbarment Disclosure
- 1.6.5. Attachment E – References
- 1.6.6. Attachment F – RFP Submission Checklist
- 1.6.7. Attachment G – PBPN Business License Application
- 1.6.8. Attachment H – Prevailing Wage Rates (Davis Bacon)
- 1.6.9. Attachment I – PBPN Building Permit Fee Schedule
- 1.6.10. Attachment J – PBPN Approved Building Codes List
- 1.6.11. Attachment K – PBPN Standardized Material List
- 1.6.12. Attachment L – PBPN Contracted Vendor List
- 1.6.13. Attachment M – Drawing – Health Center Exterior Wall Phasing

2. SECTION TWO – REQUIREMENTS

2.1. Project

- 2.1.1. The selected contactor will commence with service upon completion of the required PBPN Contract marked below.

- _____ **PBPN Goods & Services Contract**
- _____ **AIA A104 Owner – Contractor Contract**
- X **AIA 141 Design Build Contract**
- _____ **ASCE E-520 Owner – Engineer Contract**

_____ **ASCE C-520 Owner – Contractor Contract**

 X **Additional Terms & Conditions**

- 2.1.2. The selected contractor shall be given access to relevant documents to assess the needs of PBPN.
- 2.1.3. The Contractor shall re-execute any work that fails to conform to the requirements of this contract. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated costs).
- 2.1.4. PBPN reserves the right to request all responsible and responsive Bidder to provide a demonstration, presentation and overview of the Bidders proposal which will be scheduled after the Request for Proposal close date.
 - 2.1.4.1. Demonstrations/Presentations will be conducted at the PBPN Administration Conference Room.
 - 2.1.4.2. PBPN will arrange the format, date, time, and place for the presentation and notify each Bidder.
 - 2.1.4.3. Demonstration/Presentation shall be provided at no expense to PBPN.
 - 2.1.4.4. Demonstration/Presentation will be limited to the time stated in the PBPN invitation.

2.2. **Project Delivery and Stipulations**

The price and contract will be procured using the PBPN Procurement’s Competitive Sealed Bidding Process as described in PBPN Procurement Policy procedures as it has been determined to be the most appropriate method of contracting for the subject project.

2.3. **Solicitation Inquiries**

2.3.1. **Duty to Examine**

It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing (inquiries) and examine its Bid for accuracy before submitting a Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing after the due date and time.

2.3.2. **Solicitation Contact Person**

Any inquiry related to a Solicitation, including any request for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Office.

2.3.3. **Submission of Inquiries**

- 2.3.3.1. All inquiries related to the Solicitation are required to be submitted to the Procurement office and emailed to michaeltamez@pbpnation.org

- 2.3.3.2. All responses to inquiries will be answered by email.
- 2.3.3.3. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.
- 2.3.3.4. Bidders are prohibited from contacting any PBPN department/employee other than the Finance Director and/or the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.3.4. Timeliness

- 2.3.4.1. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted no later than 08 / 01 / 2024 for review and determination.
- 2.3.4.2. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.3.5. Solicitation Amendments

- 2.3.5.1. All Solicitation Amendments shall only be modified by a Solicitation Amendment and issued by mail or email.
- 2.3.5.2. The Procurement Officer will respond to any questions and requests for clarification that were posed in writing or at the pre-bid meeting or site visit.
- 2.3.5.3. Clarification, modifications, or amendments may be made to this request at any time prior to the Bid Deadline at the Nation's discretion. The response shall be in the form of a written addendum issued to all interested bidders.
- 2.3.5.4. All bidders shall acknowledge receipt of any addenda by email to the PBPN's Procurement Office.
- 2.3.5.5. The Procurement Officer shall make all reasonable attempts to ensure that all interested bidders receive any written addenda to this request.
- 2.3.5.6. Failure to acknowledge a Solicitation Amendment may result in rejection of the Bid.

2.3.6. Bid Amendment or Withdrawal

- 2.3.6.1. Bids may only be withdrawn by written notice prior to the date and time set for the opening of Bids.
- 2.3.6.2. A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable PBPN Procurement Policy.

2.3.7. Confidential and Proprietary Information

- 2.3.7.1. If a Bidder believes that ANY portion of a bid, protest, or correspondence contains a trade secret or other proprietary information submitted is confidential and the release of such information could be detrimental to the Bidder, the Bidder shall separate such information and clearly label and

designate the trade secret and other proprietary information, using the term “confidential.”

- 2.3.7.2. The “Confidential” label documents will be held in confidence by PBPN, and reasonable care will be taken to ensure they are not released (unless required by law), without prior authorization of the Bidder.

2.3.8. Public Record

All bids submitted and opened are public records and must be retained by PBPN for a period of three (3) years. Bids shall be open and available to public inspection through PBPN’s Procurement Office ten (10) days after the awarded contract, except for such bids deemed to be confidential by the Tribe.

2.3.9. Non-collusion, Employment and Services

By signing the official contract form, the Bidder certifies that:

- 2.3.9.1. The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid; and
- 2.3.9.2. The Bidder does not discriminate against any employee or applicant or employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with an applicable federal state and local laws and executive orders regarding employment.
- 2.3.9.3. At any time during the term of the contract when the lack of non-core workers delays or prevents the delivery of contract for on reservation services the Bidder will coordinate on-reservation employment outreach efforts with the Nation’s General Manager’s office. The outreach efforts shall be open to any interested person who can fulfill the minimum requirements of the job description. The General Manager’s office assistance may include providing a location for in-person recruitment and announcing job openings and in-person recruitment events using the Nation’s social media and public posting of employment opportunities with the Bidder on the reservation. The Nation’s assistance is intended to complement the Bidder’s hiring processes.

2.3.10. Formal Contract

The contractor shall meet all the requirements to establish a AIA A141 Design Build Contract with the Procurement Office.

2.3.11. Disclosure

If the person submitting this bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid (Attachment D). The Bidder shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of

the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

In addition to the foregoing, Bidder shall complete and submit Attachment C, Drug-Free Workplace Certification.

2.3.12. Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13. Care of Nation’s Property

2.3.13.1. The Contractor shall be responsible for the proper care and custody of any Nation-owned personal tangible property and real property furnished for the Contractor’s use in connection with the performance of his/her work, and

2.3.13.2. Contractor shall reimburse the Nation for such property’s loss or damage caused by the Contractor, normal wear and tear excepted.

2.4. Project Timeline

2.4.1. The PBPN reserves the right to make changes or alterations to the schedule in the best interest of the Project.

2.4.2. Contractor will be notified sufficiently in advance of any changes or alterations in the schedule.

2.4.3. Each bid must be signed by an authorized officer or individual of the Bidder’s company.

2.4.4. As part of their responses, Bidders shall indicate a single point of contact for any subsequent communications.

2.4.5. Unless otherwise notified in writing, the dates indicated below for submission of items or for other actions on the part of a Bidder shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Bidder to be disqualified as non-responsive.

July 19th, 2024	Legal Notice
July 19th, 2024	Public/Private Advertisement of RFP
August 1st, 2024 @ 2:00 PM	Pre-Bid Teleconference Meeting
August 1st, 2024	Amendments to RFP
August 16th, 2024	Deadline for Submission of Questions
August 19th, 2024	Answers to Submitted Questions - Final
August 21st, 2024 @ 3:00 PM	Proposals Due
August 21st, 2024 @3:30PM	Opening of Proposals Submitted
TBD	Evaluations of Proposals
TBD	Notice of Award

2.5. **Budget**

All proposals must include proposed costs to complete the tasks described in the project scope.

2.5.1. Provide a guaranteed budget (**see Attachment B**) for services listed in the Scope of Work (Attachment A). Budgets should be clearly defined to ensure bids proposed can be compared and evaluated. Bids shall be valid for a minimum of 180 days following submission. **This form must be submitted in a separate PDF file containing the price bid.**

2.5.2. Cost of Bid Preparation:

2.5.2.1. The cost of preparing, developing, and submitting the bid is entirely the responsibility of the Bidder.

2.5.2.2. PBPN will not reimburse any Bidder the cost of responding to the Solicitation.

2.5.3. The PBPN reserves the right to negotiate the fees proposed by the bidder.

2.5.4. This contract **DOES** require the contractor to satisfy the requirement of the Davis Bacon Act of 1931, a federal law that establishes the requirement for paying the local prevailing wages with respect to the employees working in connection with the contracted.

2.6. **Pricing and Taxes**

2.6.1. Bidder's best pricing, for the term of this Contract, the prices and discounts will be equal to or better than the lowest price and largest discounts, both separately and in combination, at which Bidder sells equivalent items of equipment and materials.

2.6.2. All prices and rates to the extent they differ from those exhibited by the Bidder, shall be valid for the entire term of the Contract, and shall not be subject to revision for inflation, or any changes to wages, taxes or other costs that Bidder may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

2.6.3. The Nation is exempt from paying Kansas State sale and use Taxes and Federal Excise Tax for direct purchases. These taxes shall not be included in the Bidder's price quotation.

3. **SECTION THREE - INSTRUCTIONS TO BIDDERS**

3.1. **Bid Content**

Bids must be organized according to the mandatory sections listed below. Bids that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. Bids should be of sufficient length and details to demonstrate the bidder has a thorough understanding of the skills necessary to deliver the services requested.

3.2. Bidders responding to this Solicitation must submit a digital file formatted in accordance with 3.5.1 below by emailing an electronic copy to the Procurement Office at: procurement@pbpnation.org

- 3.3. The fixed fee bid, including Attachment B, described in Page 7 below shall be submitted as a separate PDF.**
- 3.4. On each document, insert a footer that specifies: Name of Bidder, Name of the Attachment, the Solicitation number, and Page number. The Procurement Office will not respond to any inquiries received in any other manner.**
- 3.5. Bids must be received before the due date and time stated in the solicitation. Bids submitted outside the stated requirements or those that are received after the due date and time shall be rejected.**
- 3.5.1.** For the digital files required pursuant to Section 3.2 above, only files that are Microsoft Word Documents, Excel Workbooks, PowerPoint presentations and/or Adobe Acrobat documents will be accepted. Any other format will need advance approval before submitting your files.
- 3.5.2.** Each bid shall include a document page for each response section.
- 3.5.3.** The material shall be in sequence and organized as outlined in section 3.4 (below) as related to the RFP.
- 3.5.4.** Failure to include the requested information may have a negative impact on the evaluation of the Bidder's bid.
- 3.6. The bid shall be organized in the following manner:**
- 3.6.1. Cover and Table of Contents**
- 3.6.2. Page 1- Letter of Interest**
- 3.6.2.1.** Provide a letter of interest describing your interest for this project (2 pages minimum) and any changes to the format or deletions of requested materials should be explained in the cover letter. Please include the following in your cover letter:
- 3.6.2.1.1.** Describe why your firm considers itself to be best qualified to master the project and perform the work required in a responsive manner,
- 3.6.2.1.2.** Describe how the delivery of services will be provided to the Tribe including the location of the Respondent's offices and expected response times to the Tribe's requests,
- 3.6.2.1.3.** Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either cost or delivery dates, and
- 3.6.2.1.4.** If the Bidder is proposing to joint partner with another principal firm, the cover letter must specify the type of services to be provided by each firm.

- 3.6.2.1.5. Include a statement that the Bidder's bid, including bid prices, will be considered firm for ninety (90) to one-hundred twenty (120) days after submission of the bid.

3.6.3. Page 2 - Company Profile

- 3.6.3.1. Provide a company profile including principal areas of expertise and experience providing services to Tribal communities, include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity.
- 3.6.3.2. The information provided will be used to evaluate the Respondent's financial stability and its ability to support the commitments set forth in the bid.
- 3.6.3.3. PBPN, as its option, may require the Respondent to provide additional support and/or clarify requested information.
- 3.6.3.4. Bids must include the following information:
 - 3.6.3.4.1. Date, jurisdiction, and type of business organization (close, general or S Corporation, LLC or PLLC, Sole proprietorship),
 - 3.6.3.4.2. Federal and State Tax ID numbers,
 - 3.6.3.4.3. Names of Owners, Principals and/or Officers,
 - 3.6.3.4.4. Civil or Criminal claims, judgments, or suits within the last ten (10) years,
 - 3.6.3.4.5. Evidence of the firm's financial wherewithal to complete the project,
 - 3.6.3.4.6. The name, title, email address, mailing address, fax and telephone numbers of the officer authorized to represent the Broker in any correspondence, negotiations and sign any contract that may result,
 - 3.6.3.4.7. The Project Manager's name, title, email address, mailing address, fax, and telephone number.

3.6.4. Page 3 - Project Understanding and Approach

- 3.6.4.1. Provide a thorough statement of work describing your understanding of the project and preliminary approach, methodology, time frames and plan to deliver the services requested. It is important to demonstrate the ability to advocate for PBPN while maintaining professional relationships throughout the project.

3.6.5. Page 4 – Company Experience and qualifications. All firms are requested to provide the following information (2 pages maximum for items 3.6.5.1 – 3.6.5.6).

- 3.6.5.1. Address and phone numbers of all company offices,
- 3.6.5.2. Brief description of company history and key services,
- 3.6.5.3. Number of years in business,
- 3.6.5.4. Types of services provided,
- 3.6.5.5. List and describe all claims, lawsuits, or legal settlements within the past five (5) years, and those that are currently pending, and
- 3.6.5.6. Number of full and part-time employees.
- 3.6.5.7. References for the contractor (and not for its sub-contractors or joint venturers), in the form specified in Attachment E, from at least three (3) previous projects of comparable size and scope must be provided as proof of experience. Please provide references for the following types of customers:
 - 3.6.5.7.1. New customers, and discuss their conversion experiences,
 - 3.6.5.7.2. Ongoing customers and discuss what is working well and how you have solved problems,
 - 3.6.5.7.3. A client that your firm recently lost and describe the circumstances, and
 - 3.6.5.7.4. A Native American Tribe or Sovereign Indian Nation.

3.6.6. Page 5 - Technical Qualifications

- 3.6.6.1. Bidders shall identify a Project Coordinator who shall be a primary contract person for the PBPN Procurement office in discussing work that needs to be completed,
- 3.6.6.2. Bidders shall provide a detailed description of the Project Coordinator’s function and how they will accomplish the minimum tasks listed in the Scope of Work.

3.6.7. Page 6 – Professionalism

- 3.6.7.1. Candidate has affirmed facilitation of communication, decision maker, proactive responsibilities, competency, ethical principles and demonstrates trustworthy quality, and
- 3.6.7.2. Demonstrates the ability to collaborate with Tribal communities, entities and/or organizations.

3.6.8. Page 7 – Cost Proposal (submitted as a separate PDF)

- 3.6.8.1.** Provide an all-inclusive pricing to include but not limited to, all labor, materials, labor rate, labor benefits, payroll burden, insurances, workers' compensation fee, profit, overhead and all other related cost factors for the life of this contract.
- 3.6.8.2.** The firm may not bill the Tribe for any other products or services without the Tribe Procurement and Purchasing approval.
- 3.6.8.3.** Bidders shall provide a budget sheet (Attachment B).
- 3.6.8.4.** As noted above in Section 3.3, this item must be submitted separately in PDF format.

3.7. Submission of Bid

3.7.1. Bid Submission Due Date and Time:

Only emailed proposals will be accepted. Bid proposals are to be submitted via email to procurement@pbpnation.org by **08/21/2024**.

The subject line of the email must contain **Bid 2024-CM006 and your company name**.

Bidder's proposal shall consist of **two** separate documents:

A Technical Proposal, including the cover and table of contents, pages 1-6 referenced above, required forms, applicable literature, and other supporting documents, in Microsoft® Word, Excel or searchable PDF®. The Technical Proposal file is to be named **"Company Name - Bid 2024-CM006 Technical Proposal"**

A Cost Proposal, Attachment B, in Microsoft® Word, Excel or searchable PDF. The Cost Proposal file is to be named **"Company Name - Bid 2024-CM006 Cost Proposal"**

Bidder's proposal shall be received no later than 3:00 PM, Central Time, on the closing date.

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions. It is the bidder's responsibility that the file size does not exceed maximum limits and the emails have been received.

Faxed, mailed, and telephoned proposals are not accepted.

Proposals received prior to the closing date shall be kept in a secured file until closing. The Nation shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the email. Late Technical and/or Cost Proposals will not receive consideration.

- 3.7.2.** Bids shall be received before the due date and time stated in the solicitation. Bids submitted outside of the stated submission requirements or those received after the due date and time shall be rejected.

3.7.3. Bid and Acceptance

The Bid and Acceptance for this RFP shall be signed with a signature by the person authorized to sign the Bid and shall be submitted to the Procurement Office with the solicitation no later than five (5) days prior to the initial start date.

3.7.4. Solicitation Amendment

A Solicitation Amendment shall be acknowledged to the PBPN Procurement/Purchasing Office no later than the Bid due date and time. Failure to acknowledge the Solicitation Amendment may result in rejection of the Bid.

3.7.5. Bid Amendment or Withdrawal:

A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable tribal policy or resolution.

3.7.6. Public Record:

All bids submitted and opened are public records and shall be retained by the PBPN Procurement/Purchasing Office for a period of three (3) years. Bids shall be open and available for public inspection through the PBPN Procurement/Purchasing office ten (10) days after the award has been made.

3.8. Bid Opening

3.8.1. Bids received by the due date and time will be opened within one-half (1/2) hour of the closing date and time.

3.8.2. The name of each Bidder will be publicly available.

3.8.3. Bids will not be subject to public inspection for a period of ten (10) days or until after the Contract has been awarded.

4. EVALUATION

4.1. Evaluation Criteria

4.1.1. In accordance with the PBPN Procurement Policy, awards shall be made to the responsible Bidder(s) whose proposal is determined in writing to be the most advantageous to the Tribe based upon the evaluation criteria listed below.

4.1.2. The Nation reserves the right to reject any or all responses to this RFP. Final selection of candidates will be on a basis of their apparent ability to meet the overall expectations of PBPN, as determined solely by the PBPN.

4.1.3. The Nation may reject any or all bids, accept a bid other than the lowest bid, and waive informalities or minor irregularities in bids received if determined by the Procurement Officer that the best interest of the Nation will be served by doing so. The Nation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional bids. A Bidder's failure to provide any additional information requested by the Nation prior to a contractor selection may result in rejection of the Bid. The Nation may reject any bid from

any person, firm, or corporation in arrears or in default to the Nation on any contract, debt, or other obligation, if the Bidder is debarred by the Nation from consideration for a contract award, if Bidder has committed a breach of contract which resulted in a termination of a contract or other material sanction within two (2) years immediately preceding the date of issuance of this document, or based on past performance.

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

4.1.5. PBPB will evaluate all bids meeting the criteria set forth within this RFP by a committee selected by the requesting department.

4.1.6. To be considered a responsible or qualified bidder, the bidder must satisfy the following requirements:

4.1.6.1. Submit a complete bid package which is responsive to all requirements of this RFP.

4.1.7. In evaluating responses to this RFP, the PBPB Procurement Office will take into consideration the qualification, experience capacity, and cost that are being bid by the Bidder.

4.1.8. The Evaluation committee shall engage in the following two-step process:

4.1.8.1. Step one (1) consists of evaluation of all **Technical Proposals** to determine which bidders are responsible/qualified bidders.

4.1.8.2. Step two (2) consists of evaluation of **Cost Proposals**. The electronic PDF price bid, Attachment B, of each responsible/qualified bidder is reviewed and evaluated, and the award recommendation is made in accordance with the Nation's procurement policies and applicable federal regulations.

4.2. AWARD

4.2.1. The Nation shall give preference when awarding contracts in the following order:

4.2.1.1. Licensed PBPB-owned business.

4.2.1.2. Licensed Nation member-owned business or individual PBPB member

4.2.1.3. Other licensed Native American-owned business or individual Native American.

4.2.2. Number and Types of Awards

The PBPB reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to PBPB.

4.2.3. Contract Inception

A Bid does not constitute a Contract, nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Model Contract is executed and delivered by the Nation and the successful bidder. A notice of Award or of the intent to award shall not constitute acceptance of the Bid.

4.2.4. Effective Date

The effective date of the Contract shall be the date that the PBPB Tribal Council sign the Bid and Acceptance or other official contract form unless, another date is specifically stated in the Contract.

4.3. Outreach and Recruitment of Tribal Members for Contract Awards of \$500,000.00 or More

4.3.1. Throughout the Terms of the Contract and in any instance that the winning vendor / Contractor requires general staffing or labor to complete the terms of the contract, the vendor / contractor shall be required to make outreach efforts to employ (full-time, part-time or temporary) members of the Prairie Band Potawatomi Nation.

Those outreach efforts may take several forms to include a job fair event, or a broadcast of job availability in a medium easily available and accessible to Tribal Members.

The Nation will provide assistance with the vendor's / contractor's efforts in the form of providing a site to conduct a job fair, advertising the event, or advertising position availability. However, it is the responsibility of the vendor / contractor to meet the demands of this outreach.

4.4. INVOICING

4.4.1. Submitting invoices:

4.4.1.1. Contractor shall submit an invoice to the PBPB Finance Accounts Payable Office within thirty (30) days of the end of each month services were provided.

4.4.1.2. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract.

4.4.1.3. No payment of invoice shall be made without authorization.

4.4.1.4. No payment shall be made without a current W9 on file with Accounts Payable.

4.4.2. Contractor shall not seek payment for any service(s) provided without the proper signature of the designated or assigned individual for the project.

4.4.3. Services that have not been authorized on an acknowledged purchase order, and

4.4.4. Services that are the subject of a Contract Amendment or Change Order that has not been fully signed and executed.

- 4.4.5. Contractor shall submit all billing notices or invoices to the PBPN Accounts Payable and Construction Management Departments at the following address:

PBPN -Finance Department
Accounting Section – Accounts Payable
16281 Q Road, Mayetta, KS 66509
(785) 966-8253
AccountsPayable@pbpnation.org

PBPN -Construction Management Department
Construction Management
16281 Q Road, Mayetta, KS 66509
(785) 966-4031
ShawnaWilliams@pbpnation.org
ShawnKelly@pbpnation.org

- 4.4.6. Defective invoices: without prejudice to its other rights under the Contract or further obligations to Contractor, the PBPN Accounting office may, at its discretion, reject any materially defective invoice. It will have no obligations to pay against a defective invoice unless and until the Contractor has re-submitted invoice free of defects.
- 4.4.7. Invoicing will be deemed automatically rejected upon delivery if they:
- 4.4.7.1. Are sent to the wrong address,
 - 4.4.7.2. Do not reference the correct PBPN Contract number or Purchase Order, or
 - 4.4.7.3. Are payable to any Person other than the Contractor.
- 4.4.8. **Invoicing for Task Orders: For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:**
- 4.4.8.1. **Substantiation of hours worked using:**
 - 4.4.8.1.1. A detailed daily timesheet,
 - 4.4.8.1.2. Itemization to the task level, and
 - 4.4.8.1.3. Breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply),
 - 4.4.8.2. Authorization and receipts for all allowable reimbursable items being invoiced; and
 - 4.4.8.3. Contractor’s certification that the invoice has been examined and, to the best of Contractor’s knowledge and belief, the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually required books and records upon the Tribe’s demand.

5. MINIMUM CONTRACTING STANDARDS

5.1. Insurance Requirements

5.1.1. Contractor and subcontractors shall procure and maintain, until all their obligations have been discharged, including and warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

5.1.2. The Insurance Requirements herein are the minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The PBPN in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors, and the Contractor is free to purchase additional insurance.

5.1.3. Proof of Insurance shall not be terminated or expire within thirty (30) days written notice and are required to be maintained in force until completion of this contract.

5.1.4. The Contractor and sub-contractors shall use in the performance of this contract to name the PBPN Tribe as an additional insurer with the following standard types and minimum amounts.

5.1.5. **Commercial General Liability (CGL):** \$2,000,000.00

5.1.5.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

5.1.5.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.1.5.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the Contractor.

5.1.6. **Comprehensive Automobile Liability:** \$1,000,000.00

5.1.6.1. Bodily injury and Property damage for any owned, hired and/or non-owned automobiles used in the performance of this contract.

5.1.6.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.1.6.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the

Contractor

5.1.7. Worker's Compensation: Statutory limits

5.1.8. **Employer's Liability: Each accident** **\$1,000,000**

5.1.8.1. 100% of insurable value of the work. Builder's Risk, Extended coverage for Vandalism, and Malicious Mischief, if required.

5.1.8.2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the PBPN and its department and employees for losses arising from work performed by or on behalf of the Contractor.

5.1.9. **Professional Liability (Error and Omissions Liability)**

5.1.9.1. Each Claim \$2,000,000

5.1.9.2. Annual Aggregate \$2,000,000

5.1.10. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and other continuous coverage will be maintained or an extended discovery well be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

5.1.11. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

5.1.12. Failure to provide proof or failure to maintain insurance as required in this bid, or by law, are grounds for immediate termination of this contract.

5.1.13. In the event of termination of contract, the awarded bidder shall be liable for all procurement costs and any other remedies under PBPN Procurement policies.

5.1.14. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

5.2. Liquidated Damages

5.2.1. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$500.00 for each calendar day of delay until the work is completed or accepted.

5.2.2. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

5.3. Performance and Payment Bond

The successful Bidder for projects over \$150,000.00 shall furnish a Performance and Payment Bond in the full amount of the Contract. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty. If the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days, after the official signing of the PBPN Goods and Services Contract and the Notice of Award, PBPN may elect to move to the next qualifying applicant and the Contract shall be terminated.

Within the bid submission shall be a letter from bonding company certifying that the contractor is bondable and upon successful contract approval a Performance Bond can be secured for the project.

5.4. Notice of Cancellation

Applicable to all Insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for the reason without thirty (30) days prior written notice to the Prairie Band of Potawatomi Nation. Within two (2) business days of receipt, Contractor must provide notice to the PBPN if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired or will be expiring. Such notice shall be sent directly to the department or by email to: michael.tamez@pbpnation.com.

5.5. Verification of Coverage

Contractor shall furnish the Prairie Band Potawatomi Nation with certificates of insurance (COI) (valid ACORD form or equivalent approved by the State of Kansas) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

5.5.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The PBPN's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

5.5.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.6. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum Insurance Requirements identified above. The PBPN reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

5.7. Approval and Modifications

The PBPN reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

5.8. Indemnification Clause

5.8.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the PBPN and its departments, Tribal officials and employees, (hereinafter referred to as "indemnatee") from and against any and all claims, actions, liabilities, damages losses, or expenses (including court costs, attorney's fees, and costs of claim processing,

investigation and litigation) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property causes, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

- 5.8.2. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulations or court decree.
- 5.8.3. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against all claims.
- 5.8.4. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 5.8.5. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the PBPB and its Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the PBPB.

5.9. Conflict of Interest

- 5.9.1. The Contractor shall not knowingly employ or contract with, during the period of this contract or any extensions to it, any employees or subcontractors who are also officials or employees of the Nation.
- 5.9.2. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Nation employee who has participated in the making of this contract until at least two (2) years after his/her termination of employment with the Nation.

5.10. Confidentiality

The Contractor shall maintain all non-public information secured in connection with any contract with PBPB in strict confidence, with disclosure only to individuals as needed to perform under the contract and on a need-to-know basis.

5.11. Health Insurance Portability and Accountability Act of 1996

- 5.11.1. If applicable, the Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the PBPB Health Clinic in the course of performance of the Contract so that both PBPB Health Clinic and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Contractor who will sign any documents that are reasonably necessary to keep PBPB Health Clinic and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 5.11.2. If applicable, and requested by the PBPB Health Clinic and PBPB Procurement Office, Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential

or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by PBPN Health Clinic or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA.

5.12. Tribal Business Licensing (Applicable)

Contractors conducting business within the PBPN Tribal community must obtain a business license. The cost of an annual license is approximately fifty dollars (\$50.00). The Contractor shall comply with the PBPN Tribal community business registration, licensing, and other applicable tribal regulatory laws, and shall pay any applicable licensing fees. A copy of a current business license must be provided to PBPN Tribe and be maintained for the duration of the contract.

5.13. Governing Law and Jurisdiction

Unless otherwise approved by the PBPN Tribal Council, this contract shall be governed by and construed in accordance with the laws of the PBPN, and the contractor consents to jurisdiction of the PBPN Tribal Courts for all matters related to or arising out of this contract.

5.14. Sovereign Immunity

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the PBPN Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its rights, privileges, remedies or services guaranteed by the Treaty with the PBPN Tribe of 1856 (12 Stat. 971).

5.15. Contractor Responsibility

Nothing in the contract shall relieve or limit the contractor’s responsibility for damages for its own negligence or breach of the contract. Nothing shall require PBPN to indemnify or hold the contractor harmless for its own negligence, breach, or misconduct. All products from or services by a contractor are warranted or represented as being suitable for the intended purpose of the contract.

5.16. Authorization of Services

Authorization for purchase of services under this Contract shall be made only upon PBPN issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. PBPN shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of PBPN unless:

5.16.1. the Purchase Order is changed or modified with an official PBPN Procurement Change Order, and/or

5.16.2. an additional Purchase Order is issued for purchase of services under this Contract.

6. PROTEST

A protest shall comply with and be resolved according to the PBPN Tribal Procurement Policies. Protests shall be in writing and be filed with both the Procurement Office and with the PBPN General Manager. A protest of the Solicitation shall be received by the Procurement Office before the Bid due date. A protest of the proposed award or of an award shall be filed within ten (10) days after the Procurement office makes the procurement file available for public inspection. A protest shall include:

- 6.1.** The name, address, email address and telephone number of the interested party,
- 6.2.** The signature of the interested party or its representative,
- 6.3.** Identification of the purchasing agency and the Solicitation or Contract number,
- 6.4.** A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- 6.5.** The form of relief requested.

CERTIFICATION:

By signing below, I certify that I am authorized to offer the items quoted at these prices, that the items comply with the specifications and requirements listed, or are insubstantial compliance thereto, and that I accept these terms and conditions.

Date

Signature

Print Name

Title

Company Name

Telephone

Email

ATTACHMENT "A"

SCOPE OF WORK

1. NARRATIVE:

The Prairie Band Potawatomi Nation (PBPN) Construction Management Department (CMD) is issuing this Request for Proposal (RFP); to initiate the selection of a Design/Build (DB) team/entity to enter into an agreement with the Owner to perform design and construction services. These services are to be performed using the Progressive Design/Build (PDB) delivery method for replacement of the exterior wall Façade to the existing Health Center located at 11400 158th Road, Mayetta, KS.

The Design/build will remove all existing exterior façade materials to include stucco, brick, and stone from the ground to existing soffit, repair any damaged wall, then installation of new Façade to EIFS, Stone, Brick, installation of new windows, flashing, sealing of wall penetrations, and on the interior of the building the removal of all drywall and insulation from floor to acoustical ceiling on all exterior walls. The proposal shall contain preliminary schedule of projects construction, proposed detailed budget to include engineering and design for project, and as-built drawings at end of project, and other information that PBPN can use to present to the various groups to seek final approval for the project.

This RFP invites each Proposer to submit their Proposals to perform the work contemplated for the Project. PBPN will review and evaluate each Proposals using a two-step best-value selection process as outlined in the RFP. At the completion of the evaluation process, PBPN Procurement, Construction, Health Center and Administration Departments will identify the top design-build team and enter into negotiations for the award. Design on the facility is slated to begin in 2nd Quarter 2024 and Construction on the facility is slated to begin in the Summer / fall of 2024 or as design and weather allow.

This project is to be designed and constructed in two (2) phases using the PDB and the GMP delivery method.

1.1. Phase One:

Design Builder will perform preconstruction services, including assistance in the preparation of a schedule, preliminary cost estimate, value engineering and develop with Owner's input pricing- level design documents and information such that the design builder can prepare and provide a Design-Builder Proposal to be reviewed and approved by the Owner.

Prepare design to seventy five percent (75%) complete, as described, defined and set forth. The Guaranteed Maximum Price for Construction Services shall include the cost of labor/materials, overhead, performance bonding and an all-inclusive price for the cost of design and construction. The schedule of values shall break down each task and job for the project, develop and propose a Guaranteed Maximum Price (GMP) cost proposal for completion of Phase Two (2).

1.2. Phase Two:

Complete Design, construction, and post-construction tasks, including performance testing, startup commissioning and operator training and support (if GMP is approved and accepted by the Owner at the conclusion of Phase One).

2. OWNER'S OBJECTIVE:

The objective of this Solicitation is to select a PDB Contractor team to establish major design elements at a negotiated rate for completing the project and to provide professional design, construction, performance management and other aspects of scope and terms sufficient to the design and construction of the Health Center Exterior wall repairs.

The progressive Design-Build Project requires approval from a variety of numerous groups at PBPN before final approval is given to award. In order to get final approval, the Proposers shall provide preliminary drawings, proposed detailed budget, and vital information to support the approval of this project from the various groups.

Project may be reduced in size all depending upon bids received and funding available at the time of construction. CMD has created 3 sections on the budget worksheet as to potential phases of the project should it be necessary to reduce size of scope. Please complete budget as to these 3 sections of building to assist PBPN.

Current Health Center Building Plans and as-built drawings will be available via electronic copies upon request from any Design / Build team. Please email Michael Tamez PBPN Procurement Manager with the request and CMD will provide a link to the drawings.

3. DELIVERABLES:

3.1. PBPN PROCORE Construction Management Software

- 3.1.1.** PBPN CMD utilizes PROCORE Construction Management Software to manage all projects and will be used for this project.
- 3.1.2.** Approved DB Team / Entity will be required to manage the project utilizing the PBPN PROCORE software license and account for managing this project for all construction related activities and documentation throughout the duration of the project.
 - 3.1.2.1.** CMD staff will provide ADMIN access to the Approved General Contractor so that they can manage the project as they would if using their license.
 - 3.1.2.2.** The approved General Contractor shall not charge PBPN for PROCORE license and use within the PROCORE license the GC may currently utilize.
 - 3.1.2.3.** PBPN will own and maintain all documents, drawings, submittals, RFI's photos, inspections, and other information that is uploaded and stored within this project during construction.

3.2. Design Requirements:

- 3.2.1.** Architectural drawings to include planned PBPN approved exterior façade materials, and locations of each type of material. (i.e. brick, stone, EIFS)

- 3.2.2. Planned phasing of project in conjunction with PBPN's ability to relocate staff and offices for work within the interior rooms as part of the project.
- 3.2.3. Replacement of electrical items such as exterior lights, outlets, etc. to be included as part of the project and design phase.
- 3.2.4. Removal and reinstallation of PBPN equipment such as cameras, access controls, horns, strobes shall be included as part of the project and design phase.
- 3.2.5. The proposal shall include all potential costs for specific engineering such as structural, civil, MEP, etc.
- 3.2.6. All design and construction design are to be completed to the PBPN approved building codes (all trades). (See Attachment "J" for List of PBPN approved Codes) Most relevant codes listed below, but only applicable codes for project will need to be met. Any additional work requiring codes not listed below will need to be designed to the most recently published edition of the code in comparison with the 2018 IBC.

3.3. Finishes & Components

Facility structure, components, fixtures, and finishes should be consistent with the existing Health Center facility particularly all materials and components installed in the 2023 Health Center B Wing addition and meets the standards outline by PBPN. Many of the components for this planned exterior Façade replacement will not match the original & existing Health Center finishes as those finishes are no longer available, and /or PBPN has changed to new material, components, or finishes.

Each Proposer must request access to any existing as-built drawings for the facility during bidding. These drawings will only be supplied to vendors who request them, and the new 2023 B-wing addition will include all new standardized exterior finishes approved for the facility.

3.4. Structural & Exterior Components

- 3.4.1. Upon demo and removal of all exterior wall Façade, Windows, and the interior Sheetrock and insulation, any damaged or improperly installed framing and plywood sheathing shall be removed and replaced per current building codes.
- 3.4.2. Any and all other potential issues found during demo shall be brought to PBPN CMD staff attention, and planned replacement to meet all Building Code and manufacturer requirements.
- 3.4.3. Any structural items found will need to include input from the structural engineer of record for the project from the design phase.

3.5. Vapor Barrier and Insulation

- 3.5.1. Installation of a moisture / vapor barrier as dictated by building design and building code after all repairs to framing and plywood sheathing are completed.
 - 3.5.1.1. Vapor Barrier is to be installed as a liquid applied continuous air barrier as per building code and manufacturer requirements.
 - 3.5.1.2.
- 3.5.2. Caulking of building as required by code, manufacturer requirements, etc.
- 3.5.3. Insulation requirements shall be R-19 exterior walls and R-40 roof.
- 3.5.4. Any open penetrations in the wall framing to the attic area shall be sealed off to prevent cold air movement during extreme winter weather into the wall cavities as applicable per building code.

3.6. Interior Repairs / Design & Finishes

- 3.6.1.** Demo of Drywall and all wall insulation on all Exterior Walls of the original existing Health Center from finished floor to within 1 ft. of existing ceiling.
 - 3.6.1.1.** During Demo, repair, and installation use of negative air pressure within each office or space will be required. In large open areas, installation of plastic or temporary room separations will be required.
- 3.6.2.** Any damaged framing, sheathing, or other items found during the demo process will have to be cleaned, repaired, and pass inspection prior to installation of new insulation and walls.
- 3.6.3.** Any environmental issues found will require proper treatment, removal, and testing prior to installation of new insulation and drywall.
- 3.6.4.** All ceiling heights to remain same as existing condition.
 - 3.6.4.1.** Should tile need replaced the PBPN standard tile is - Acoustical panel ceilings to use square edge 2210 or 2215 with 15/16" grid system and BOD USG 2' x 2' x 5/8" suspended radar climaplus (55NRC/35CAC)
- 3.6.5.** Any interior drywall used shall be 5/8" "fire resistant" material. Walls and ceilings shall be drywall with drywall finish Level #4 finish (tape and finish) and minimum (2) coats of latex paint.
- 3.6.6.** Floor Finishes – To remain same as current, should repair / replacement be required See PBPN standard materials spreadsheet for Manufacturer / type / model and color for the Health Center new installations.
 - 3.6.6.1.** New 4" Rubber base along all VCT and CPT locations for entire room where work on walls occurs.
- 3.6.7.** Signage – replace as applicable with PBPN standardized signage or similar to existing.
 - 3.6.7.1.** The building code required signage and building standard room signs including typical ADA/Braille compliant signs on all doors plus several public wayfinding signs.
 - 3.6.7.2.** Use of PBPN standard signage for the new addition is required within the new sections of this building addition. All doors shall have a sign next to the door with the door number, and a location where PBPN staff can print staff names, or department names.

3.7. HVAC System

- 3.7.1.** Existing systems as installed shall stay as installed and not part of this project
- 3.7.2.** Should any controls or other portions of the HVAC system require relocation, or temporary removal and reinstallation, all applicable labor and materials for these moves shall be part of the project's budget.
- 3.7.3.** PBPN has contracted vendor to perform all installations for HVAC. Chosen contractor will be responsible for providing the installation utilizing the PPBN vendor. (see Attachment "L" PBPN vendor and standardized material Spreadsheets)

3.8. Plumbing Installation

- 3.8.1.** Any exterior wall hose bibs shall be replaced with new frost-proof hose bibs that require a key to operate. Any and all keys that come with the new bibs are required to be provided to PBPN CMD staff at end of project.

- 3.8.2. A licensed, insured and qualified plumber must perform all plumbing connections during replacement.

3.9. Electric Installation

- 3.9.1. All existing electrical receptacles on the interior or exterior of the building are to remain in similar locations as existing and are to be replaced in all areas where walls are removed or worked on during this project.
 - 3.9.1.1. All interior receptacles and devices are to be grey or red (on UPS power) commercial grade 20 AMP outlet with stainless steel cover plates.
 - 3.9.1.2. All exterior receptacles are to be GFCI protected Grey Weatherproof 20AMP Commercial grade receptacles with installation of a metal bubble cover applicable to its orientation on the wall (i.e. horizontal or vertical)
- 3.9.2. All exterior lights are to be removed, and installation of new LED lighting to match the new exterior wall mount B-Wing addition lights are to be installed.
 - 3.9.2.1. All Exterior lights are to operate off of either the existing or new astronomic digital timeclock.
- 3.9.3. All electric gear, and large junction boxes, will have to have the walls repaired / replaced around those items as they are installed without removing and replacing.
- 3.9.4. All locations where the lighting protection wires to the ground rods is currently installed within conduit on the exterior of the stucco, brick, and stone, during the project if possible, it is desired to have installed in the wall, or on exterior of wall prior to installation of the exterior Façade.

3.10. Data & IT Cabling

- 3.10.1. All data and IT cabling shall stay at same locations as existing. New wall jacks, testing and wall plates will be required at locations where the walls are removed during this project.
- 3.10.2. PBPN has contracted vendor to perform all installations for all IT and data installations. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment “L” PBPN vendor and standardized material Spreadsheets)

3.11. Fire Alarm Installation

- 3.11.1. Existing fire alarm system and components are to remain in existing locations during this project. Contractor is responsible for all moves, or temporary disconnection of devices during the project.

3.12. Fire Suppression System

- 3.12.1. Fire Suppression System is to remain in existing locations, and the FDC (fire department connection point) is to remain in its existing location.

3.13. Security Alarm System

- 3.13.1. Existing fire alarm wiring and components are to stay in existing locations. Should any wiring, motion sensors, contacts, glass break devices need moved, disconnected or replaced only the PBPN contracted vendor can perform this work. (see Attachment “L” PBPN vendor and standardized material Spreadsheets)

3.14. CCTV system

- 3.14.1.** Removal of cameras and reinstallation of cameras is the responsibility of the contractor for the project and must be coordinated with the PBPN CCTV vendor.
- 3.14.2.** PBPN has a contracted vendor to perform all installations for security systems and cameras. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment "L" PBPN vendor and standardized material Spreadsheets)

3.15. Access Control for all doors within the new addition.

- 3.15.1.** All doors are to remain in existing locations, and any existing access control wiring and door hardware that may need to be disconnected and reconnected is responsibility of the contractor on the project and only the PBPN contracted vendors can perform this installation and testing.
- 3.15.2.** PBPN has a contracted vendor to perform all installations for access control. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment "L" PBPN vendor and standardized material Spreadsheets)

3.16. Roofing and Gutters is to match existing Health Center building.

- 3.16.1.** Any changes to the roof edge metal coping, gutters, or gutter downspouts requires the material to be of matching color and style to the currently installed existing material.
- 3.16.2.** All gutter downspouts shall be reinstalled in existing locations and re-connected into the underground gutter drainage system.
- 3.16.3.** Any roof ladder that exists on the project is required to be re-installed in the existing location and any required blocking or other means for support of the ladder is the contractor's responsibility to install prior to EIFS installation on the walls.

3.17. Exterior façade / finishes

- 3.17.1.** Exterior finishes to be consistent with the existing Health Center – Wing B addition. These exterior wall finishes are the new PBPN standard for exterior wall colors, construction materials, and installation methods for the Health Center moving forward.
- 3.17.2.** Vapor Barrier is to be installed as a liquid applied continuous air barrier as per building code and manufacturer requirements.
- 3.17.3.** Exterior Insulation Finish System (EIFS) to be installed where brick veneer and stone are not installed on exterior of the building.
 - 3.17.3.1.** Color is to match existing new addition building color.
 - 3.17.3.2.** EIFS with standard construction per Manufacturer U.N.O.
 - 3.17.3.3.** Installation of expansion and additional control joints as per Manufacturer recommendations.
 - 3.17.3.4.** Installation of standard EIFS drainage as per Manufacturer recommendations.
- 3.17.4.** Brick Veneer Wainscot with Rowlock sill to be installed along all walls to match existing height as on B Wing addition. (typical below windows)
 - 3.17.4.1.** Installation of proper flashing as required for the brick installation, and transition to stone or EIFS.
 - 3.17.4.2.** 4" Brick Veneer anchored to backup structural wall with adjustable wall ties. NO CORRIGATE wall ties.

- 3.17.4.3. Adjustable masonry wire ties at 16" O.C. Vert., at 32" O.C. Horizontal set tie vertical at 16" O.C. for ROWLOCK course.
- 3.17.4.4. Proper weep vent installation at the bottom of all brick sections of the walls
- 3.17.5. Stone Corner Pilasters & Stone Walls
 - 3.17.5.1. Please see below the typical stone corner pilaster as installed on the B-wing Addition.
 - 3.17.5.2. All stone is to be installed with mortar joints. **NO DRY STACKED STONE** on exterior of buildings.
 - 3.17.5.3. Proper weep vent installation at the bottom of all stone sections.
 - 3.17.5.4. Typical sections see SOW Section #6 below for typical Sections.
- 3.17.6. Brick / Stone ledge
 - 3.17.6.1. Should locations be found with no brick or stone ledge for the new installation, the project will require the contractor to install a means for the brick and stone to be installed on. (i.e. concrete ledge addition, or installation of rated or engineered Angled Metal finished with a non-rust low maintenance paint or powder coat.
 - 3.17.6.2. **See Section 3.21 about an add alternate requested – may assist with concrete brick ledge installation instead of angled metal.**

3.18. Windows

- 3.18.1. All windows are to remain in the same location as existing.
- 3.18.2. All windows are to be store-front windows with metal frames insulated or thermally broken.
- 3.18.3. All glass is to be 1" Low E Insulating Glass with UV protection and installation of a tint to match existing.
- 3.18.4. Installation of listed and approved sealants as required by manufacturer and building code for proper installation.
- 3.18.5. All store front windows are to be installed with proper pan, flashing, etc. per building code and manufacturer recommendations.
 - 3.18.5.1. Provide manufacturer's aluminum subsill in same finish and pre-finish metal flashing below with turned up Dam returns at ends and back edge.
 - 3.18.5.2. Expose only on exterior with hemmed edge to cover brick sill gap where applicable.
 - 3.18.5.3. Provide pre-finished flashing with hemmed drip at head with flexible self-adhering counter flashing over metal pan to seal metal flashing to water barrier.
 - 3.18.5.4. Typical sections see SOW Section #6 below for typical Sections.

3.19. Doors

- 3.19.1. Any effected doors that need to be replaced / removed & reinstalled to meet the following PBPN standards.
- 3.19.2. Exterior doors to be insulated and thermally broken and anodized aluminum with 1" tinted, low "E" insulating glass with 4.5" x 2" Storefront System finish of dark bronze at main entrances.
- 3.19.3. Hollow Metal Frames and doors with flush face. BOD Curries 707 Series, 16 GA, Polystyrene Core, Side Seam, Paint finish to dark bronze (interior), Galvanized (exterior).
- 3.19.4. PBPN has contracted vendor to perform all installations for Doors and Door hardware. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment "L" PBPN vendor and standardized material Spreadsheets)

3.20. Flashing & Sealant Installation

- 3.20.1.** Flashing shall be installed at all locations required for proper drainage of wall systems and openings.
- 3.20.2.** All window and door penetrations shall have proper flashing and listed sealant installed as per all manufacturer and other requirements.
- 3.20.3.** All brick veneer wainscot shall have proper flashing installed at the top of the walls, as well as proper flashing at weep drains at bottom of wall as required.
- 3.20.4.** Typical sections see SOW Section #6 below for typical Sections.
- 3.20.5.** All penetrations through the exterior walls shall be sealed properly and per manufacturer's recommendations.

3.21. Concrete Mow-Strip – Add Alternate #1 to Budget

- 3.21.1.** PBPN is requesting Pricing of an Add Alternate for the bidding to add a 2 ft. wide mow strip around the existing building where there is no current concrete paving or sidewalk.
- 3.21.2.** Installation of ½" expansion material at concrete paving where applicable and install traffic rated sealant at top.
 - 3.21.2.1.** PBPN CMD will supply Crete Defender for concrete finish sealing see section 3.21.6.
- 3.21.3.** All concrete to be 4,000 psf design and minimum of 4" thick. (All concrete and base installations will be required to follow the recommendations of the Geo-technical report. Most prohibitive installation is the preferred method to be used.)
- 3.21.4.** Concrete is to be rebar reinforced and pinned to building and existing concrete paving.
- 3.21.5.** Installation of AB3 rock under the concrete paving to meet Geotechnical report or a minimum of 8" or whichever is greater.
- 3.21.6.** All concrete on exterior of building is to utilize the PBPN standard Concrete sealant (Crete Defender). This is the responsibility of the contractor to coordinate with the PBPN Construction Management Department for the Sealant and tools necessary for installation (sprayer & pump).
- 3.21.7.** All soils removed for the installation of the mow strip is to remain with PBPN and PBPN CMD will provide a location on site for the storage of these soils.
- 3.21.8.** Seeding of grasses in yard areas of the mow strip will be the responsibility of the contractor.

3.22. Other Contractor requirements

- 3.22.1.** All sitework, trenching, backfilling, and seeding of the yard around the building will be the responsibility of the approved contractor.
- 3.22.2.** The contractor is responsible for removal of all landscaping (shrubs, grasses, flowers in existing landscaped areas) necessary to perform the project.
 - 3.22.2.1.** PBPN will be responsible for replacement of the landscaping upon completion of the project.
- 3.22.3.** The Contractor is responsible for all construction site safety and construction security. Fencing, material storage, etc. is the responsibility of the contractor.
- 3.22.4.** Contractor is responsible for all Trash and debris removal from the site. Any Recyclable material or left-over material from the project that cannot be sent back for a refund is the property of PBPN and should be turned over to the PBPN Construction Management department for use and storage as needed.

- 3.22.4.1. All unused material purchased for Project is the property of the Owner - PBPN and PBPN CMD staff will assist with removal from site and storing for use as PBPN deems necessary.
- 3.22.4.2. All recyclable material removed during remodel or scrap material from new installations is the property of the Owner – PBPN and coordination with PBPN CMD staff will be necessary for collecting and removing from the site throughout the project.
- 3.22.5. The Contractor is responsible for applying for and purchasing of the PBPN building permit, and plan review fees for the project. (See Attachment “I” for PBPN permit fee schedule)
- 3.22.6. The Contractor is responsible for all proper onsite storage for materials during the process of construction for the project. All Roll Connex Storage or other means of storage is the responsibility of the contractor.

4. NOTES / Additional requirements of contractor:

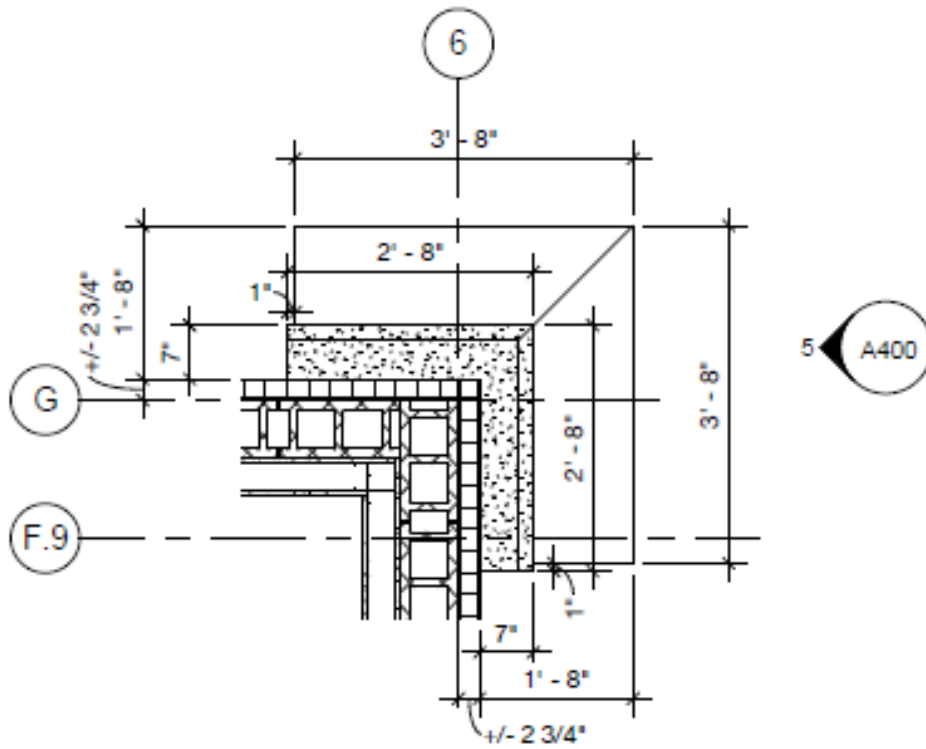
- 4.1. PBPN will require the entire project to be subject to Building Inspections by the approved PBPN vendor for Inspection Services. These inspections are for building Code compliance, and all requests for inspections are required to be made a minimum of 24 hours in advance in either writing or telecommunication.
- 4.2. The Contractor is responsible for all Coordination with Utilities and responsible for contacting Kansas One Call or Dig Safe prior to any movement of earth on the project. For obtaining underground utility locations, the Contractor shall utilize the Kansas One-Call service, telephone no. 1-800-344-7233.
- 4.3. PBPN utilities and other underground installations are not on Kansas One Call or Dig Safe. Anytime the contractor or one of their sub-contractors is required to contact dig-safe for locating underground utilities, they are required to contact PBPN Construction management for locating of all PBPN underground Utilities at the same time.
- 4.4. Project is Prevailing wage (Davis Bacon) and all labor documents will be required to be supplied to PBPN for their record keeping purposes.
- 4.5. PBPN has a set list of approved vendors and material for their facilities. Please reference the attached forms that show what Specific vendors are the only ones allowed to perform certain installations. PBPN has also standardized certain material as the only brand or type of material to use within and on their buildings, the material added to this list at this time is on a sheet attached.

5. Owner Provided Items:

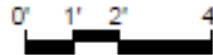
- 5.1. PBPN will provide the relocation of staff, furniture, and office supplies per the TBD approved schedule and planned project. PBPN will perform these services or contract out these services to be completed within a set amount of days from notice to proceed with next phase of project.
 - 5.1.1. Due to limited space for relocation of staff, and amount of items to move, there will not be the ability for a quick or emergency move to speed up the process, a few days will have to be allowed for each set of moves.
- 5.2. PBPN will purchase and have installed any and all window blinds / shades per the standard PBPN equipment already installed.

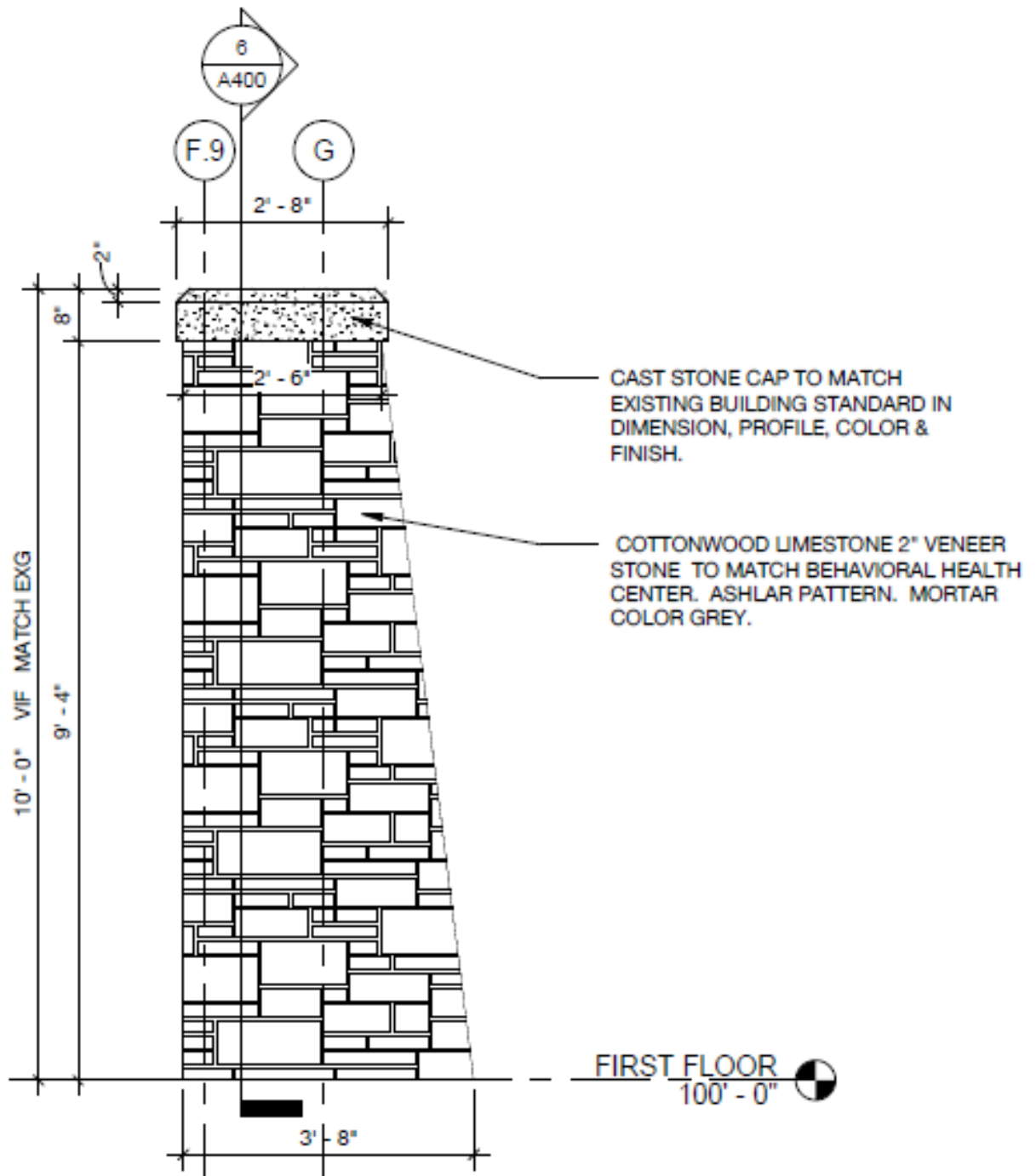
6. Typical Wall Sections.

6.1. Stone Pilasters

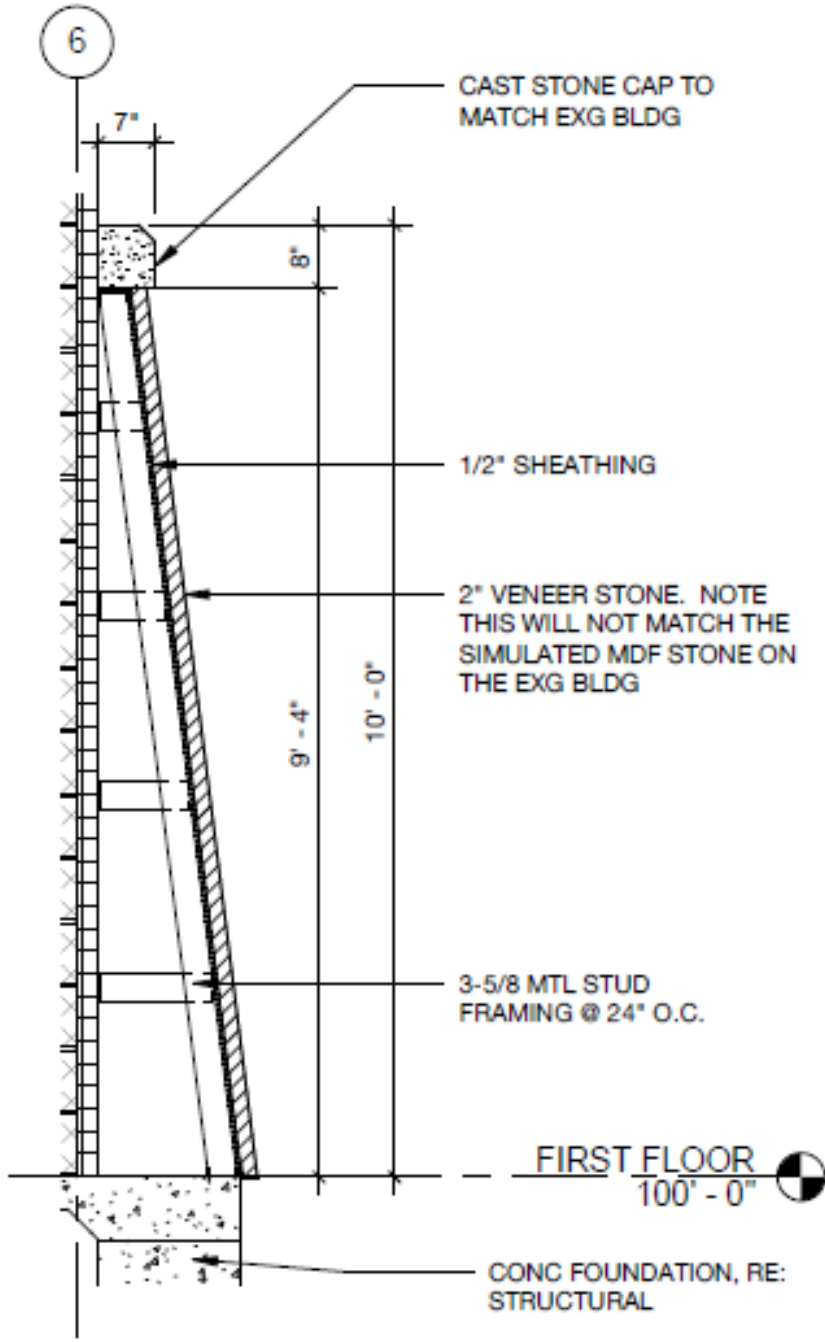


3 PILASTER PLAN DETAIL
1/2" = 1'-0"



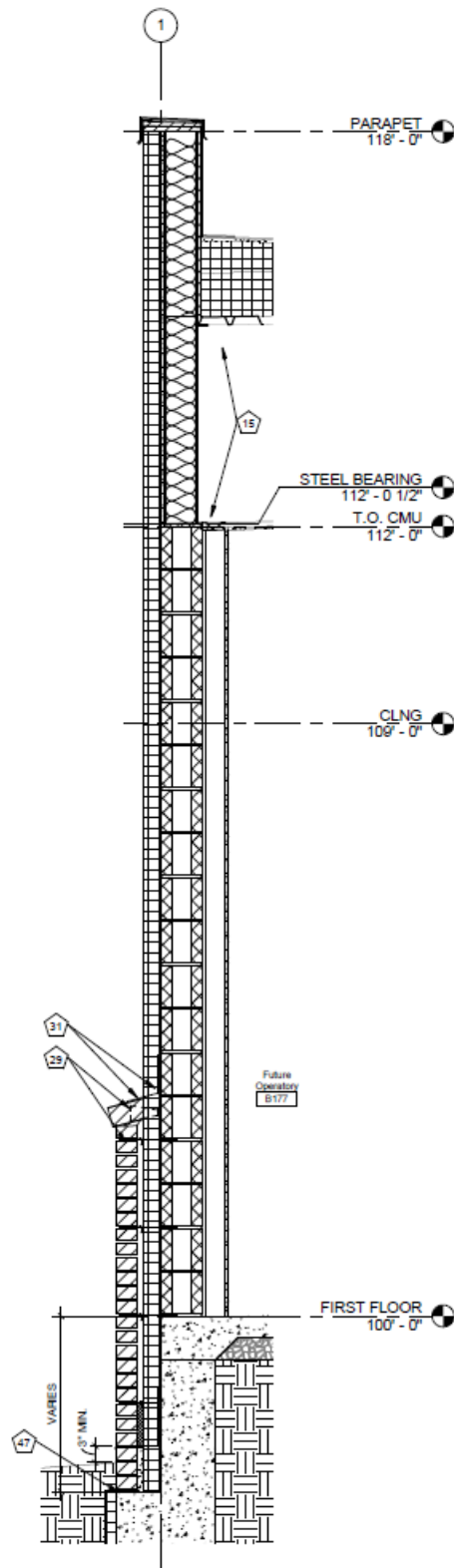


5 STONE CORNER PILASTER ELEVATION
 1/2" = 1'-0"

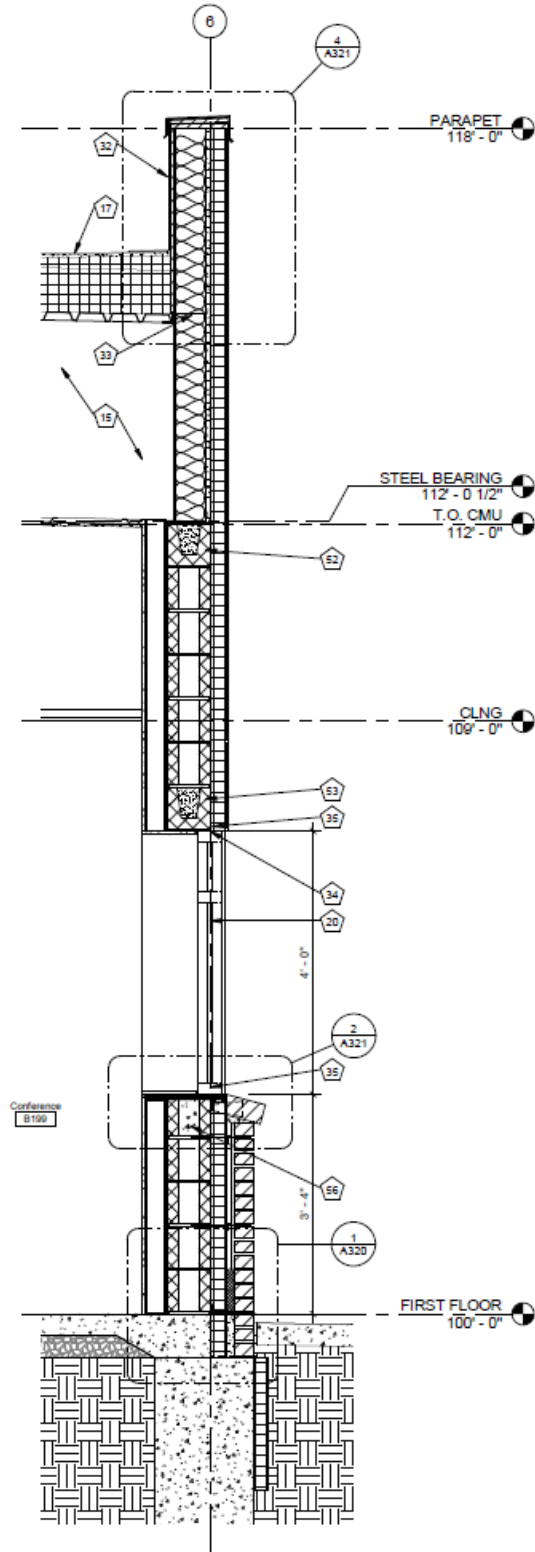


6 STONE CORNER PILASTER SECTION
1/2" = 1'-0"

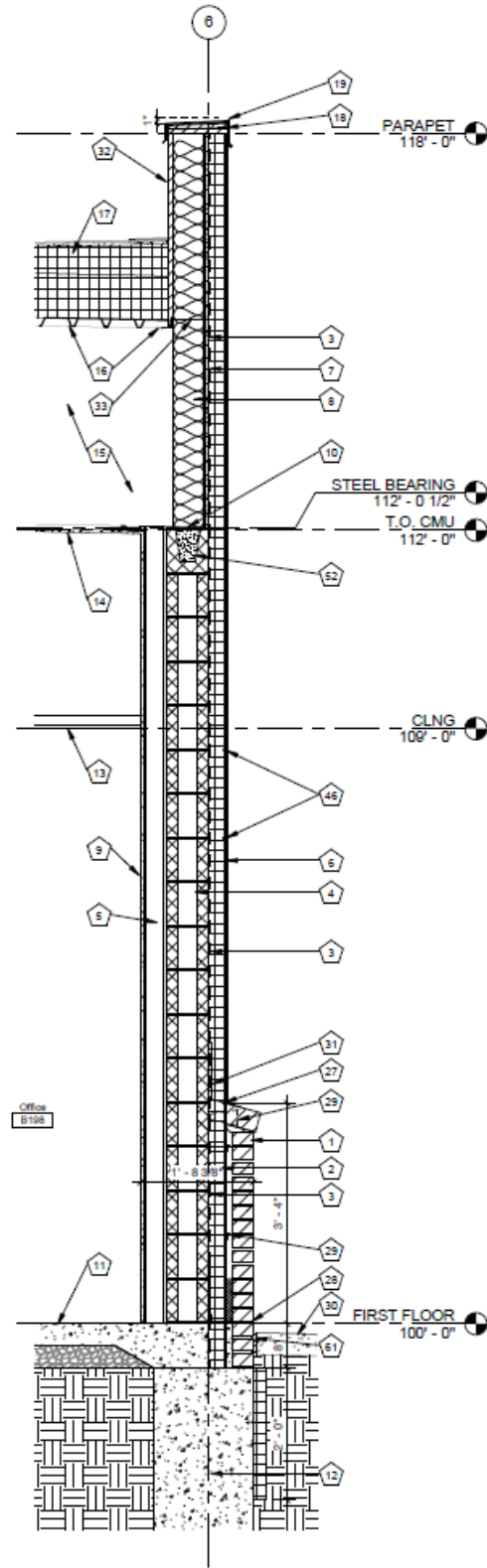
6.2. Wall Sections



4 TYP. STEPPED BRICK LEDGE WALL SECTION
 3/4" = 1'-0"
 REF: DETAILS 1/A310 AND 2/A310 FOR
 ADDITIONAL NOTES AND DIMENSIONS

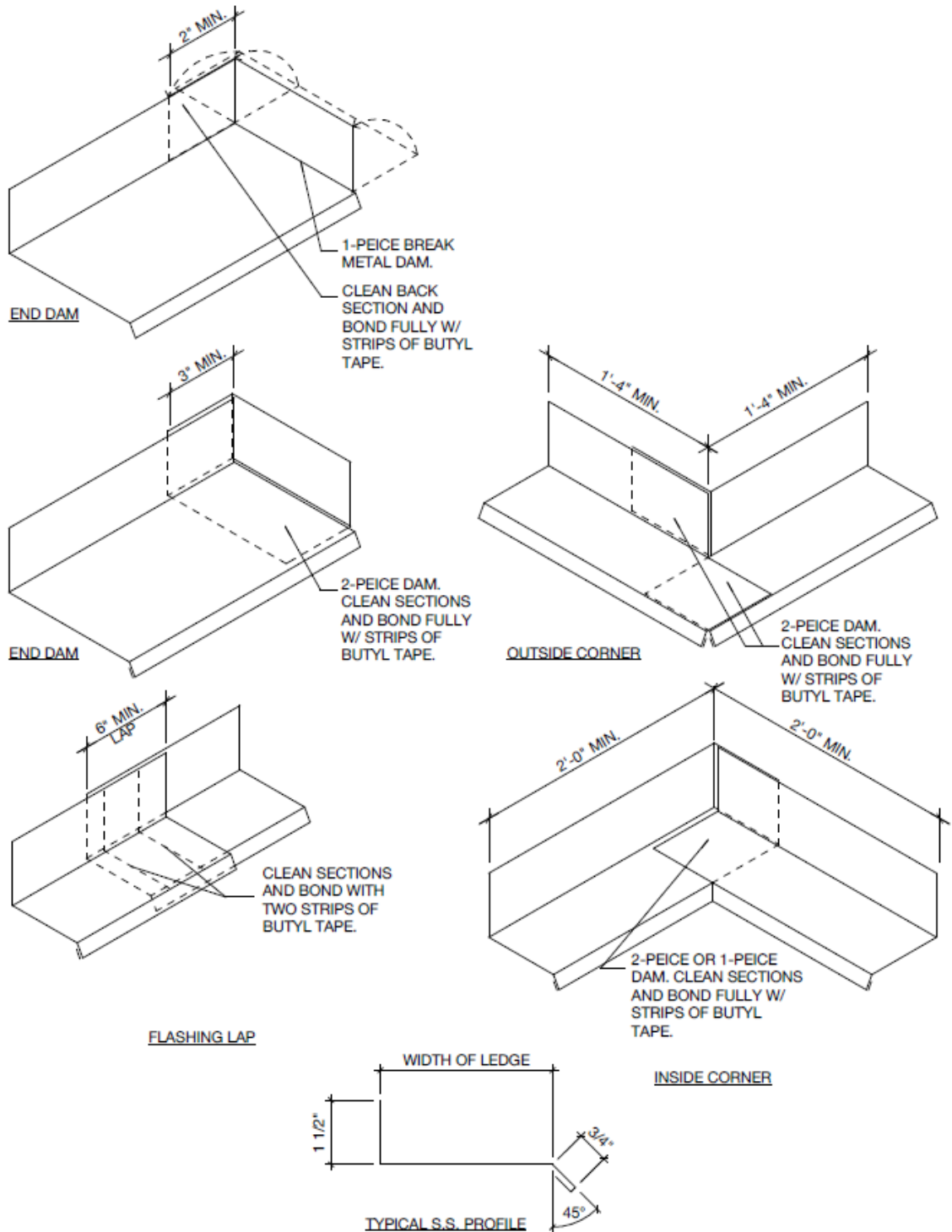


2 TYP. WALL SECTION @ ALUM. FRAME
 3/4" = 1'-0"
 REF: DETAIL 1/A310 FOR ADDITIONAL NOTES AND DIMENSIONS

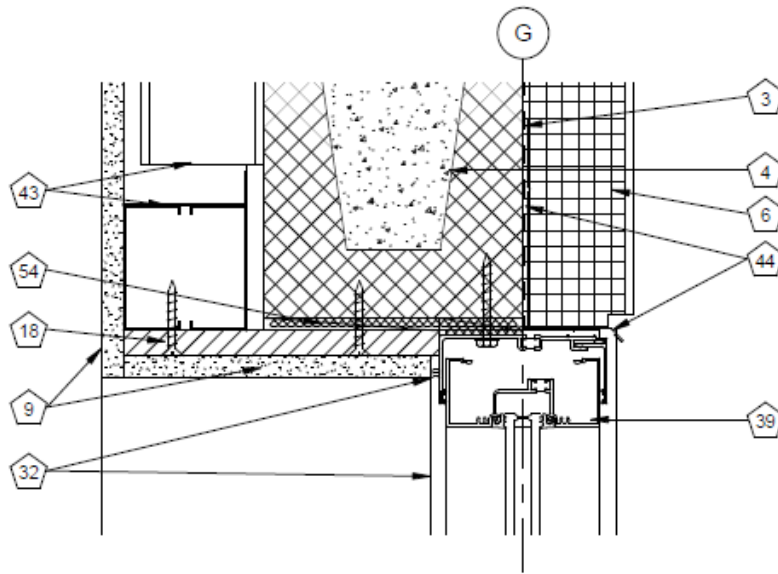


1 TYP. 8" CMU WALL SECTION
 3/4" = 1'-0"

6.3. Flashing / Windows / Doors

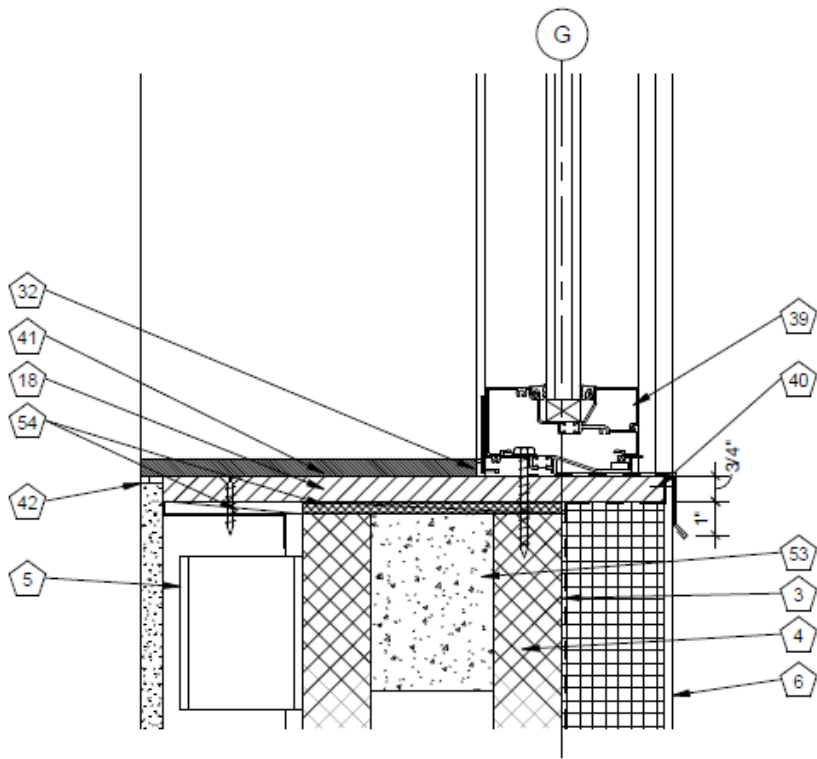


7 TYPICAL FLASHING DETAILS
12" = 1'-0"



F.9

8 WINDOW HEAD @ EIFS
3" = 1'-0"



5 WINDOW SILL @ EIFS
3" = 1'-0"

ATTACHMENT “B”

BUDGET SHEET

To be provided by the bidder in a separate PDF as part of the Cost Proposal.

ATTACHMENT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the Prairie Band Potawatomi Nation, subject to penalty for perjury pursuant to the laws of the Prairie Band Tribal Court, that the following is true and correct:

1. The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
2. The Contractor, in accordance with Government Code Section 41 U.S.C. Code §8102, the Drug-Free Workplace Act of 1988, shall provide a drug-free workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
3. Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person's or organization's policy of maintaining a drug-free workplace.
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
4. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision
 - a) Above and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.
5. The Contractor hereby acknowledges and agrees that, if the District determines that the certification given herein is false or that the Contractor violated this certification by failing to implement the requirements of Government Code Section 41 U.S.C. Code §8102, the Contract shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Code Section 8102.

Signature Company Representative

Date

Print Name

Title

ATTACHMENT "D"

DISBARMENT DISCLOSURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 1249, Debarment and Suspension, 13 CFR part 145. The regulations were published as Part VII of the May 26, 1988 Federal register (Pages 1916-19211). Copies of the regulations are available for the local offices of the U.S. Small Business Administration.

1. The Prospective participant certifies to the best of its knowledge and belief that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three (3) year period preceding this application Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective primary shall attach an explanation to this proposal.
3. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Authorized Representative

Title of Authorized Representative

Firm Name and Address

Date

ATTACHMENT "E"

REFERENCES

(Print additional copies and complete the information below and attach as part of your Technical Proposal)

Bidders are required to submit information about PAST experience to verify performance using this form. Insert the information as requested. Responses shall include the details of at least **three (3) individual contracts** for services related to those described in this solicitation within the last **five (5) years**.

Do not use references from any past or current contracts with PBPN. Do not use any current PBPN employee as a reference.

Contract Title _____

Contract Term / Dates of Work _____ through _____

Geographic Area Served: _____

Company: _____

Contact Name and Title: _____

Address: _____ City/State/Zip: _____

Telephone: _____

Description of Services Performed:
