

GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS

Cherry Avenue Subdivision – Antrim County, Michigan

REQUEST FOR PROPOSALS

April 1, 2019

Contact:

**Sonya Zotigh, Tribal Manager
2605 N. West Bay Shore Drive
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GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS

Antrim County Housing

Request for Offers

SUMMARY

Date: April 1, 2019
Offers due by: April 19, 2019

To: Prospective Bidders
Subject: Request for Proposals

1 Request for Offers

1.1 Summary

The Grand Traverse Band (GTB) is soliciting sealed price offers from architectural, construction, and / or management firms to serve as Design-Builder (Contractor) for the design and turnkey construction of four residential units on reservation lands in Antrim County, Michigan, including landscaping. The units shall consist of **one duplex** and **two single-family homes** each on a lot approximately 123' by 308' (see Attachment A, GTB Parcel 45). The units shall each be approximately **1300 square feet**, built on a **basement with egress** and contain **three bedrooms** and **two full bathrooms**. Each unit shall meet the attached building specifications (see Attachment B, Building Specifications). Each unit's lot shall include the installation of sod. The units require installation of **septic tanks, wells, and propane connections**; electricity is available and units must be connected.

Contractor will be responsible for the hiring and supervision of an architect / engineer and building contractors or subcontractors for the project. If the Contractor has the capability and capacity to conduct architectural / engineering and construction of the project, this is acceptable to and preferred by the Grand Traverse Band.

The selected Contractor will join the GTB project task force at the earliest possible date after the Notice to Proceed. The intent is to have the Contractor provide pre-construction services during the design process and ultimately to complete the construction work. The project is scheduled to begin on or about **May 17, 2019**, with substantial construction completion of the four units by **November 15, 2019**.

Offer Submission Deadline: To be considered, a complete sealed bid package in the requested format must be delivered by hand or by mail to Sonya Zotigh, Tribal Manager, 2605 N. West Bayshore Drive, Peshawbestown, MI 49682, by 3:00 p.m. on April 19, 2019. The selection will be made on the bases of qualifications and price. The Grand Traverse Band reserves the right to

cancel this procurement effort and will not reimburse bidders for any costs associated with the preparation or submission of offers.

2 Project Overview

2.1 Owner Background

The Grand Traverse Band is a federally-recognized tribal government. The Grand Traverse Band serves its tribal members and regional Native Americans and Alaskan Natives within its six-county service area of Leelanau, Grand Traverse, Benzie, Antrim, Charlevoix and Manistee Counties. The tribal departments are dedicated to serving members in the areas of housing, medical, dental, and behavioral health care, child-care and educational services, and public infrastructure services like roads, water, and sewer.

The Grand Traverse Band owns a tract of land in Antrim County, Michigan, that is held in trust by the United States of America. One of the prime directions of the Grand Traverse Band Tribal Council is to develop this acreage for tribal member low income housing.

2.2 Project Team Members

The GTB Project Team monitoring the project is the GTB Property Task Force, comprised of:

Sonya Zotigh, Tribal Manager
Nicki Basch, Housing Director
Christina Loucks, Interim CFO
Purchasing Manager
Land Roads Director, Rob Kalbfleisch
SBR Director, Joe Huhn
Maintenance Director, Ron Anderson
Legal Department Representative

GTB Property Task Force is subject to the addition of additional GTB staff and employees.

2.3 Project Description

The project will consist of three lots, identified as lots 12, 13, and 14 in Attachment A. Of the three lots, one will have a duplex constructed on it and two will each have a single-family home on it.

A asphalt road provides access to all three lots. Electric is present and available for Contractor to connect to structures.

2.4 Project Site

The project will be located on Wiingash Mikun, off Highway 593 in Milton Township, Antrim County, Michigan.

The general project site is located within:

Part of the S ½ of the NW ¼ Sec. 36, T.29N, R.9W.

2.5 Project and Contract Documentation

The following documents are included with the bid package:

- Attachment A – Parcel 45 plat map
- Attachment B – Minimum Building Specifications
- Attachment C – AIA A 141-2014, Standard Form of Agreement Between Owner and Design-Builder
- Attachment D – Addendum to A141-2014
- Attachment E – GMP Bid Form

2.6 Project Schedule

The Grand Traverse Band proposes reasonable time for pre-construction work to include architectural design and landscaping plans. Contractor is to acquire necessary permits, performance bonds, and insurance. Construction work is to proceed once a design plan and building specifications are complete and a notice to proceed is issued by GTB for construction. Construction to be complete by [date].

2.7 Budget / Funding

This project is funded with NAHASDA funds.

3 Scope of Services

The services requested of the Contractor will include all of the following:

3.1 Pre-Construction Services:

3.1.1 Construction Cost Estimating

- Prepare pre-construction cost estimate for the project and modify as required as the design is completed. An initial task will be to provide a cost estimate of the architectural / engineering documents.

- Assist GTB Task Force in aggressively managing the project costs. If the estimate exceeds the construction bid target, the Contractor will make recommendations to reduce the estimated costs to bring the project within the budget.

3.1.2 Design Production / Oversight

- Provide Architectural/Engineering Design and Consultation services to the Grand Traverse Band during the design work of the project
- Participate as an advisor to the design team to provide construction and constructability advice and recommendations
- Review in-progress design documents and provide advice with respect to completeness, clarity, construction feasibility and provide recommendations to the design team.
- Perform of the construction work under a Guaranteed Maximum Price Contract
- Advise the GTB Project Team on how alternative design solutions affect constructability and construction schedule.
- Provide input regarding current construction industry practices, labor market, and material availability.
- Monitor the project schedule and recommend adjustments to ensure completion of the project within the approved construction schedule.

3.1.3 Schedule Management:

- Prepare a detailed Construction Schedule for monitoring progress and managing the work.

3.1.4 Project Controls:

- Help establish procedures for expediting and processing all shop drawings, submissions, requests for information and other project control documents.

3.2 Construction Services:

During the construction phase, the Contractor is to act as the general contractor for the project, at the option of the Grand Traverse Band.

As the design progresses, negotiations will be conducted to establish a Guaranteed Maximum Price (GMP) for the work based on the Contractor's bid. The negotiated GMP shall not be exceeded without written approval of the Grand Traverse Band. Approval of the GMP will require that the budget and schedule constraints are satisfied. If the Grand Traverse Band and Contractor cannot agree on a GMP, the Grand Traverse Band reserves the right to terminate the Contractor's services and procure the construction of the project with a different Contractor, to publicly bid the work, or take other action as it deems appropriate.

Design and construction phase services will be provided under the **AIA Document A 141-2014 Standard Form Agreement Between Owner and Design-Builder** (see Attachment C) and **Addendum to AIA Document A141-2014** (see Attachment D). Bidders must identify any

unacceptable provisions of A 141-2014 and the Addendum in their response to this Request for Proposals.

4 Bid Format and Content

4.1 Format

Bids must address the selection criteria listed below and adhere to the following requirements. Each submission must have a cover letter signed by a company official authorized to represent the bidders. The entire offer should not exceed 15 pages, not including cover letter, the resumes of key staff, and the separately sealed GMP Bid Form.

One page is defined as one side of a standard 8 ½” x 11” sheet of paper, 10-point type minimum. A limited number of larger sheets may be included if folded to the 8 ½” by 11” format. Larger sheets will count as two pages. Cover, tabs, and / or divider pages do not count against the maximums. The price bid / pricing information shall be submitted in a separate sealed envelope on the form provided in Attachment E.

The bid must be signed by a person who is authorized to bind the bidder. The price component must be signed and dated by the person who prepared it. If that person is not authorized to bind the bidders, the price offer component must also be signed by a person who is authorized to bind the bidders.

4.2 Content

Bids should address the following selection criteria:

4.2.1 Relevant Project Experience

Provide a summary of residential housing, and whether the project for such housing was funded by a Native American tribal government or an Alaska Native incorporated village. List other projects similar in size or scope that your firm has built in the last 10 years. For each project, list the project name, project scope, construction budget, construction period, delivery method, the role your firm played in the project, the owner’s name, owner contact and current phone number, A/E firm, A/E contact and current phone number.

4.2.2 Contractor Project Delivery Experience

Provide a summary of similar projects your firm has built through construction management or design-builder project delivery. Specifically, a list of five (5) or more houses of equal or larger value that have been constructed by your firm in the last three (3) years. For each project, list the project name, project scope, construction budget, construction period, delivery method, and the role your firm played in the project. List the owner’s name, owner contact information and current phone number. To qualify as a construction management or design-builder project, the Contractor

must have provided pre-construction services and held the general construction contract for the work.

Identify any familiarity with cultural or traditional projects performed for Native American owners. Describe work your firm has performed during the past 10 years working under contract to Native American-owned firms. Describe your firm's policies Native American recruitment and hiring, including apprenticeships and development opportunities. Provide contact information including name and current phone numbers for listed Native American firms.

4.2.3 Project Team and Key Personnel Experience

Provide an organizational chart describing the proposed project team and lines of communication and management. Include key personnel, subcontractors, position responsibilities and experience providing pre-constructions services and construction services on similar projects.

Provide resumes for all key personnel that will be assigned to this project. List name, title, intended role and responsibilities for the duration of the contract, educational background, and specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, and a description of similar projects the individual was associated with during the last five (5) years including type of project and project cost. Include references with contact information for the three (3) most recent relevant projects for each key individual.

Each team member's resume shall not exceed two pages in length.

At a minimum, include resumes for the following positions:

- Project Manager
- Architect / Engineer and Cost Estimator
- Construction Phase Superintendent

4.2.4 Management Plan

- Summarize how your firm will staff and organize this project. Include information on your anticipated level of effort during the design phase and estimating process and include your firm's construction quality control procedures.
- Outline what work will likely be accomplished via subcontract versus your own resources during the construction phase.
- Discuss how key sub-contractors will be selected and the possibilities for using subcontractor input during the design phase.
- Discuss how you plan to staff the required craft positions and any unique solutions your firm will be able to provide that will minimize costs.
- Address how you will maximize local and Native American hires as well as the use of local subcontractors.
- Discuss how you will mitigate any elements you consider to be key risks.

- Discuss your firm's capacity to support the Grand Traverse Band's operation and maintenance during the applicable warranty period.
- Describe your project staffing plan for pre-construction and for construction phase services. For each individual who will participate in typical activities, identify the percentage level of available time he or she is able to commit this project.

4.2.5 Pre-Construction Services Plan

- Describe your firm's approach to the aforementioned Pre-Construction Services.
- Describe the manner in which pricing and constructability services will be provided for work that your firm normally subcontracts.

4.2.6 Value Engineering / Project Estimating

Describe your firm's value engineering process and how your firm will work with the design team to help reduce project construction and life cycle costs. Explain your firm's methods for estimating costs for project elements where design drawings and specifications are not available.

4.2.7 Quality Control

Provide a description of your firm's approach to quality control during construction. Include a description of your firm's quality control personnel that will be used on this job and their level of authority.

4.2.8 Alaska Native / Native American-Owned Preference

4.2.8.1 Indian Self-Determination and Education Assistance Act.

The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e). Section 7(b) requires to the greatest extent feasible; (1) preference and opportunities for training and employment shall be given to Native Americans or Alaska Natives, and (2) preference in award of contracts and subcontracts shall be given to Native America or Alaska Native organizations and / or economic enterprises.

4.2.8.2 Indian Ownership Certifications

A qualified bidder shall to submit Indian Ownership Certifications or other evidence of Native American / Alaskan Native ownership, in accordance with Grand Traverse Band's preference policies, and all applicable regulations and policies pertaining to this solicitation.

During the RFP phase, Native American- or Alaska Native-owned firms will be awarded a 5% preference in the cost criterion. Minority Business Enterprises will be afforded full opportunity to

submit offers in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

Describe if your firm is Native American- or Alaska Native-owned or any of your major subcontractors or suppliers are Native American- or Alaska Native-owned. Provide contact information including a name and current telephone numbers for such listed firms.

The Grand Traverse Band hereby notifies all bidders that it will affirmatively ensure that any organizations under contract with it are both a Native Preference organization and an Equal Opportunity Employer, and that it does not discriminate against any person, firm, partnership, or organization on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with Grand Traverse Band will be in conformity with the Band's policy on non-discrimination.

4.2.8.3 Native American or Alaska Native Ownership / Participation

The following points figure into the point grading scheme under below:

- 5 points - Prime contractor or 2 or more major subcontractors or suppliers have majority Native American or Alaska Native ownership.
- 2 points - One major subcontractor has majority Native American or Alaska Native ownership.
- 1 point - Only minor subcontractors or suppliers have majority Native American or Alaska Native ownership.
- 0 points - No firms on the proposed team have Native American or Alaska Native ownership.

4.2.9 Capacity and Bonding

- Provide a summary of your firm's annual construction volume (in dollars) for the past five (5) years.
- Detail your firm's current and anticipated workload for the 2019 construction season. Include a description of projects, dollar values of construction for which your firm is responsible either as a prime subcontractor, and bonding construction for which your firm is responsible either as a prime or subcontractor, and bonding capacity available for the referenced period.
- Comment on any significant issues based on your review of the provided timeline as it relates to your capacity.

4.2.10 Proximity to Site

Indicate distance from home office to construction site. If required, explain how your firm will mitigate distance issues with management of a remote project.

4.2.11 Claims History

Detail any claims, litigation, arbitration, and mediation (closed, open, or pending) in the past 10 years, for which the bidders or a major subcontractor was a party. Describe the issues in disputes, the details of the resolution (if the matter is no longer pending), and the prevailing party or parties. Disclosures will be evaluated according to the questions set out below:

- Did the dispute primarily pertain to acts or omissions of the bidders or the subcontractor(s), or did it pertain primarily to problems or issues beyond the control of the bidders or the subcontractor(s) (e.g., owner insolvency, design defects, differing site conditions)?
- Did the bidders or the subcontractor demonstrate good faith and a reasonably diligent effort to reach a compromise prior to and during the formal dispute resolution process?
- Did the dispute resolution process demonstrate good business judgment by the bidders or subcontractor(s), where the value in dispute justifies the costs of the resolution process and the delays in the exchange of monies during that dispute resolution process?
- Was timely performance or quality of work by the bidders or the subcontractor(s) a substantial issue in the dispute, and how was it resolved?
- Was coordination, record-keeping, communications, or financial accounting (including support materials for progress payments) a substantial issue in the dispute, and how was it resolved?

4.3 Price Offer (Submit in Separate Sealed Envelope from Offer)

Price offers shall be submitted based on two cost categories: (1) pre-construction services and (2) construction services. Price offers shall be in the form of Guaranteed Maximum Price for both categories. Points for the price portion of the scoring will be calculated by adding the two categories together for the total price offer. The responsive bidders with the lowest total price offer will receive 100% of the available pricing points (20 points). Other responsive bidders will receive a portion of the maximum points based on their relation to the lowest bidder.

4.3.1.1 Guaranteed Maximum Price for Pre-Construction Services:

Pre-construction services shall consist of the services described in Paragraph 3.1 above. The positions shown below are examples and a similar table should be customized in the offer indicating actual positions proposed. Contractor will bill pre-construction services on an hourly basis, and GTB will pay only for hours actually used. Contractor must include schedule of reimbursable costs, if any, in offer.

The amount for pre-construction services is based on projected hours for employees proposed to work on Pre-Construction Services multiplied by fully burdened hourly rates for each employee plus reimbursable costs. Bidders should complete a pre-construction services schedule showing the projected number of hours for each individual employee and the corresponding fully burdened hourly rate for that employee. This item will establish the GMP for the Contractor’s pre-construction services price proposal.

PRE-CONSTRUCTION SERVICES SCHEDULE			
Project Description	Burdened Hour Rate	Proposed Hours	Subtotal

Project Manager / Architect / Engineer			
Office Support			
Superintendent			
Reimbursable Costs			
Total			

4.3.1.2 Proposed Guaranteed Maximum Price for Construction Services and CM/GC Contractor Fee:

Provide the GMP for construction services. Grand Traverse Band expects responsive offers to fall within reasonable ranges. Contractors that propose fees or amounts below 7% of the range received shall provide specific, verifiable examples (within the past 5 years) where they successfully provided services similar to those required by this project for the proposed fee. Costs for the Contractor’s internal Project Manager for construction phase services shall be included in the proposed price regardless of onsite or home office location.

The Contractor will provide a GMP for Construction Services based on this bid package. The Contractor will develop the actual Cost of the Work at completion of the 100% documents.

4.3.2 Selection Criterion Points

The selection criteria will be used in accordance with the following table for point distribution:

Selection Criterion	Maximum Points
Similar Project Experience	25
Project Team and Key Personnel Experience	20
Management Plan	10
Pre-Construction Services Plan	5
Value Engineering / Project Estimating	5
Quality Control	5
NA/AN Ownership Preference	5
Capacity / Proximity to Site	5
Claims History	5
Price Offer	20
Total Possible Points	100

4.4 Bid Bond

This solicitation requires that each bidder submit a bid guarantee equivalent to five percent (5%) of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents by May 15, 2019. This bid guarantee is required pursuant to 2 CFR § 200325(a).

4.5 License and Registration

The successful bidders must have a current Michigan business registration and a current contractor's license issued by the State of Michigan. Prior to the contract award, Contractor and key team members must provide proof of qualification for the craft for which they are employed as required by statutes and regulations governing their craft. Contractor shall ensure that other contractors and subcontractors maintain business registration and licenses applicable to their crafts.

5 Anticipated Contractual Arrangements

5.1 Compensation for Pre-Construction Services

Compensation for Pre-Construction Services will be based on a firm, fixed price contract directly based from the Bidder's pre-construction CMP and payment will be based on the percentage of completion for each portion of the work.

Compensation for construction phase services will be based upon GMP.

The form of the contract for all services shall be AIA Document A 141-2014 Standard Form Agreement Between Owner and Design-Builder.

5.2 Disputes

In the event of any dispute arising from this solicitation, such dispute will be resolved in accordance with the adopted policies and procedures of the Grand Traverse Band in its procurement procedures. A contract arising from this solicitation shall define the manner of resolution for any dispute arising under its terms or performance.

5.3 Insurance Requirements

The successful bidders must meet the following insurance requirements throughout the period of performing any contract arising from this solicitation. The Contractor must add the Grand Traverse Band of Ottawa and Chippewa Indians as an additional insured to all insurance policies as described below, and must provide the Grand Traverse Band with certification of insurance prior to beginning any work. The contractor must provide for a 30-day notice to the Band of cancellation, non-renewal, or material change.

During the entire period of the project or work, the Contractor shall provide at its sole expense the following types and amounts of insurance, at a minimum. The Band and its respective related persons or entities (as determined by the Grand Traverse Band) shall be named as an additional insured on all insurance policies except workers' compensation. The Contractor shall endorse all their insurance policies with a waiver of subrogation waiving their rights to subrogate against the Band and its respective related agents and entities.

Contractor shall have the following insurance coverage throughout the term of performing a contract arising from this solicitation and shall provide documentation of coverage for the term of performance.

5.3.1 Workers' Compensation Insurance

Contractor will have and maintain workers' compensation insurance or be self-funded as required by the law of the State of Michigan, with a minimum coverage as required by MCL 418.101 *et seq.* and, where applicable, any other statutory insurance obligations. This policy must waive subrogation against the Grand Traverse Band. Employer's liability coverage must begin at a minimum of \$1,000,000.00. The bidder shall provide and maintain workers' compensation insurance for all of its employees engaged in work under this solicitation and subsequent agreements with the Grand Travers Band and is responsible to ensure that other contracts or subcontractors maintain similar coverage, including provisions in such contracts or subcontracts that waive subrogation against the Grand Traverse Band.

5.3.2 Commercial General Liability Insurance

Contractor will have and maintain commercial general liability insurance, with personal injury, contractual liability, and product / completed coverage - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate combined single where generally applicable and shall include premises operations, independent contractors, products / completed operations, broad form property damage, blanket contractual and personal injury endorsements. This policy must waive subrogation against the Grand Traverse Band. Contractor is responsible to ensure that other contracts or subcontractors maintain similar coverage, including provisions in such contracts or subcontracts that waive subrogation against the Grand Traverse Band.

- | | |
|----------------|--|
| a. \$1,000,000 | Each occurrence |
| b. \$3,000,000 | General Aggregate |
| c. \$2,000,000 | Products / Completed Operations Aggregate |
| d. \$1,000,000 | Personal and Advertising Injury |
| e. \$50,000 | Fire Damage Legal Liability (any one fire) |
| f. \$5,000 | Medical Expense (any one person) |

5.3.3 Automobile Liability Insurance

Contractor will have and maintain adequate automobile insurance coverage for all vehicles used for its work under this contract, as required by MCL 500.3101 *et seq.* Policies must waive subrogation against the Grand Traverse Band. Contractor is responsible to ensure that other contracts or subcontractors maintain similar coverage, including provisions in such contracts or subcontracts that waive subrogation against the Grand Traverse Band.

5.3.4 Professional liability

Contractor will have and maintain professional liability insurance covering all errors, omissions, or negligent acts in the performance of services under any contract arising from this solicitation. Contractor is responsible to ensure that other contracts or subcontractors maintain similar coverage, including provisions in such contracts or subcontracts that waive subrogation against the Grand Traverse Band. Limits required per the following schedule:

a. Contract amount	Minimum Required Limits
b. Under \$100,000	\$250,000 per occurrence / annual aggregate
c. \$100,000 - \$499,999	\$500,000 per occurrence / annual aggregate
d. \$500,000 - \$999,999	\$1,000,000 per occurrence / annual aggregate
e. \$1,000,000 or over	Refer to Tribal Manager

5.3.5 Builder’s Risk Insurance

During the construction services phase of the project, Contractor will be required to provide non-reporting Builder’s Risk Insurance, all risk insurance coverage for up to the replacement of the construction work. Contractor is responsible to ensure that other contracts or subcontractors maintain similar coverage, including provisions in such contracts or subcontracts that waive subrogation against the Grand Traverse Band.

5.3.6 Continuation of Coverage

If any of the required liability insurance is on a claims made basis, “tail” coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for twelve (12) months following completion of the contract arising from this solicitation. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of this Contract. If continuous “claims made” coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the contract. This will be a condition of the final acceptance of the work or services.

5.3.7 Failure to Comply; Default

In the event that Contractor fails to obtain or maintain insurance coverage as required, the Grand Traverse Band may purchase such coverage as desired for its own benefit and charge the expense to Contractor or terminate the contract for default. **Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.**

5.4 Project Bonding Requirements

5.4.1 Performance Bond

The Contractor shall furnish a one hundred percent (100%) performance bond in connection with a contract between it and the Grand Traverse Band entered into pursuant to this RFP in order to

secure fulfillment of all of Contractor's obligations under such contract. This performance bond is required pursuant to 2 CFR § 200.325(b).

5.4.2 Payment Bond

The Contractor shall furnish a one hundred percent (100%) payment bond with a qualified corporate surety on standard forms to assure payment as required by law of all persons supplying labor and material for work conducted pursuant to contracts entered into pursuant to this RFP. This payment bond is required pursuant to 2 CFR § 200.325(c).

5.5 Wage Rate Requirements

The Contractor shall pay local prevailing wages to all architects, technical engineers, draftsmen, technicians, mechanics, and all laborers employed in the pre-construction and construction phase of work performed under a contract entered into pursuant to this RFP. The Contractor shall ensure that all other contracts and subcontracts entered into for performance and completion of the work of this project shall contain a clause requiring such other contractors and subcontractors to pay local prevailing wages to the same classifications of employees as Contractor. This provision is required pursuant to the Native American Housing Assistance and Self-Determination Act, Title 25 USC § 4114(b)(1).

5.6 Contractor Debarment

A person or entity appearing on the debarment list of the Grand Traverse Band, any federally-recognized Indian tribe, the United States or a state of the United States, and a firm, corporation, partnership, or association in which such a person or entity has any interest may not work as a contractor or subcontractor on this project unless three years has elapsed from the date of debarment.

6 RFP Availability

The RFP is available electronically and at no cost from the Grand Traverse Band Tribal Manager's Office. All firms who plan to submit a offer must register by sending an email to Sonya.Zotigh@gtibindians.com, including the company name, address, telephone, and fax number.

7 Submission Requirements

7.1 Offer Submission Deadline

To be considered, a complete offer package (all requests information and prices) in the format requested must be received by the Grand Traverse Band at the address shown below by 4:00 p.m. local time on March 22, 2019. Offers received after this deadline will not be accepted and will be returned unopened to the responding individual or firm. Faxed copies will not be accepted.

Required number of submission copies: **4**

Address and mail or hand deliver sealed offers to:

Sonya Zotigh, Tribal Manager
2605 N. West Bayshore Drive
Peshawbestown, MI 49682

Re: Cherry Avenue Subdivision CM/GC Services RFP

One (1) copy of the price offer should be in a second sealed envelope marked with the additional phrase, "Cherry Avenue Subdivision Pricing Information"

7.2 Deadline for Questions

Questions regarding the project or this solicitation should be submitted in writing to the above email by 3:00 p.m. on March 15, 2019. Substantive issues may be addressed in a written addendum to the solicitation and sent to the attention of all registered bidders.

8 Selection Process / Schedule

Offers will be reviewed by the committee established by the Grand Traverse Band for this particular project. Interviews may be required at the sole discretion of the Grand Traverse Band. The Band intends to negotiate a contract with the firm which in the committee's sole judgment will provide the best overall value and expertise on this project. Following the contract negotiation, the Band will issue an "Intent to Award" letter to all bidders. The committee will seek Tribal Council approval of the contract. Upon contract award, the successful offer will be made available for public review.

The following is the anticipated schedule for the CM/GC contractor for selection process. All dates are approximate and contingent upon the completion of previous activities.

Request for Proposals Issued	March 29, 2019
Deadline for Questions	April 5, 2019
Offers Due	April 19, 2019
Selection Committee Review	April 22, 2019
Interviews (if any)	April 22 -26, 2019
Notice of Intent to Award	May 3, 2019
Contract Execution Deadline	May 15, 2019
Start of Construction	May 17, 2019

9 Offer Checklist

This Offer Checklist is a summary of the materials required as part of the offer. The bidder is expected to thoroughly read this entire solicitation and may complete the checklist to ensure compliance with all submission requirements. This completed form must be included in the sealed offer envelope.

Place a check mark in the box next to each qualification when completed.

9.1 Procedural Qualifications

- Bidders must be registered (company name, address, telephone number, email address, fax number) with the Grand Traverse Band as indicated in Section 6 of this RFP.
- Offers must be received by the Band no later than the date and time indicated in Section 1.

9.2 Form and Content of Offers

- A signed copy of this Offer Checklist
- Offer must be in a sealed envelope or box clearly marked “Grand Traverse Band Cherry Avenue Subdivision CM/GC Construction Services RFP” on the outside of the envelope or box.
- Price offers must be submitted in a separate sealed envelope with the outside of the envelope marked “GTB Cherry Avenue Subdivision – Pricing Information”
- Offers must respond directly to this RFP and must include the contents set out in Section IV. Offers that do not meet this requirement will be considered as non-responsive.
- A signed Statement of Understanding relating to wage requirements.

Completion of this checklist does not guarantee that an offer will be considered to be responsive or that an offer will be accepted. The checklist is provided as a courtesy to bidders.

10 Miscellaneous Provisions

10.1 Bidder’s Assumption of Risk

Any costs incurred in responding to this solicitation are at the bidders’ sole risk and will not be reimbursed by the Grand Traverse Band. This RFP does not in any way commit the Grand Traverse Band to reimburse recipients of this RFP for any of the costs of preparing and submitting a bid for these services.

10.2 No Obligation to Accept

Nothing in this RFP obligates the Grand Traverse Band to accept or contract for any services express or implied.

10.3 Clarification, Modification, and Rejection

The Grand Traverse Band reserves the right to: (1) modify or otherwise alter any or all of the requirements herein, and in such an event will give bidders equal opportunity to modify their bids accordingly; (2) reject any bid not adhering to any requirement set forth in this RFP; (3) reject any or all bids received; and (4) to terminate this RFP at any time.

10.4 Right to Waive Formalities Reserved

The Grand Traverse Band reserves the right to waive formalities, and to make a selection as deemed in its own best interest. The Band reserves the right to reject and /or all offers which they deem not to be in the best interests of the Band, and to proceed with the next bidders or to utilize an entirely different process.

10.5 Possession of Materials; Confidentiality

All bids and other materials become the property of the Band and may be returned only at its sole option. Detailed costs and price information will be held in strict confidence until the contract is signed.

10.6 Revision

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to any entity that was provided the basic RFP package. The Band reserves the right to postpone the date and time for receipt of offers at any time prior to the time announced.

10.7 Responses to Questions

Responses to questions prior to the submission of offers must be in writing. Written answers will be provided to all bidders, and no bidders may rely on any oral statement or representation by any agent of the Band in response to its question.

ATTACHMENT A
Cherry Avenue Subdivision Plat
GTB Parcel 45

**ATTACHMENT B
MINIMUM BUILDING SPECIFICATIONS**

Utility Hookups	Electrical, Propane.
Well	Include well.
Sceptic	Include installation of sceptic system.
Excavation	Include back fill and final grade. Costs of bringing in fill or hauling away fill to be included.
Concrete	Sidewalks to be included from front door to driveway. Poured wall foundation with waterproofing as required by code.
Basement	Yes.
Garage	No.
Exterior Doors	Prefinished entry doors; color TBD.
Driveway	Asphalt.
Roof	Architectural shingles with minimum 30-year warranty; color TBD.
Siding/Trim/Soffits	Vinyl siding mid-quality; color TBD. Aluminum soffits/fascia.
Windows	Vinyl casement; color TBD.
Interior Doors	6-panel prefinished; white.
Fireplace	No.
Insulation	Meet Energy Star standards; include details.
Plumbing	Electric HWH
Plumbing Fixtures	Include allowance.
HVAC	Forced-air propane furnace; include central A/C as option.
Electric	As per code.
Electric Fixtures	Include allowance; exhaust fan/lights in bathrooms/exterior lights.
Interior Trim	Wood base and case/color of stain TBD.
Drywall	As per code to meet Energy Star Standards.
Cabinets/Tops	\$4,000 Allowance.
Flooring	\$8,000 Allowance.
Appliances	\$2,000 Allowance. No dishwasher.
Finish Hardware	TP holders/Mirrors/Towel Bars/Door Hardware; color TBD.
Landscaping	Sod

ATTACHMENT C
Addendum to Construction Services Agreement (AIA Document A141-2014 Standard Form Agreement Between Owner and Design-Builder)

- 1. Conflict of Interest.** Contractor shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of federal law. During the term of this Agreement, at any time and from time to time, Contractor agrees to immediately notify Owner's Contract Administrator of all situation that fall within the scope of these provisions. If any conflicts exist at the time of the execution of this Agreement, Contractor agrees to submit a separate attachment to this agreement for approval.
- 2. Lobbying.** The undersigned representative of Contractor certifies, to the best of his or her knowledge and belief that:
 - 9.1** No federal appropriated funds have been or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 9.2** If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 9.3** Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, or cooperatives agreements) and that all subrecipients shall certify and disclose accordingly.
- 3. Debarment.** Contractor hereby certifies that it, its principals, and, if applicable, its subcontractors, are not suspended, debarred, or otherwise determined to be ineligible for the award of a contract by any federal, state, tribal, or local government body. During the term of this Agreement, Contractor further agrees to immediately notify Owner if it, its principals, or any of its subcontractors are suspended, debarred, or otherwise determined to be ineligible for award of contract by any federal, state, tribal, or local government body.
- 4. Liens.** Contractor, any of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, "Subcontractors") shall not permit the placing of any lien or encumbrance against any premises, work, or equipment as the result of Contractor's failure to pay for all labor expended or equipment, supplies, or materials used on the work under this Agreement. If any such lien or other encumbrance attaches, Contractor shall take immediate steps to have it removed or, ten (10) days after notice to Contractor, Owner shall have the absolute right to remove any such liens and Contractor shall pay Owner for all amounts paid, including costs and fees for removing such liens, without regard to the merits of the underlying claim or of any defenses thereto.

GTB Cherry Avenue RFP

Attachment C – Addendum to Construction Services Agreement (AIA Document A141-2014 Standard Form Agreement Between Owner and Design-Builder)

- 5. Audit and Examination of Records.** Contractor agrees to maintain and make available for review by Owner all books, records, documents, and other evidence pertaining to costs and expenses of this Agreement for examination and audit by Owner for a period of three (3) years from and after the termination of this Agreement. Owner shall have the right to make copies of documents audited, and such copies shall become the confidential property of Owner.
- 6. Media Contact.** Contractor, its employees, agents, and subcontractors, shall not contact any member of the media as a representative of Owner without prior written approval of the Tribal Chairman, whose signature has been authorized by the Tribal Council, nor shall Contractor, its employees, agents, or subcontractors, use Owner's name or governmental seal in any advertising, publications, promotional materials, or publicity release concerning this Agreement or the work performed pursuant to it.
- 7. Alaska Native / Native American Preference in Employment and Training.** Pursuant to Section 7(B) of P.L. 93-638, 25 USC § 450e(b), the Indian Self-Determination and Education Assistance Act, Contractor shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Grand Traverse Band Tribal Members and other Native Americans and / or Alaska Natives, regardless of age, marital status, religion, sex, or "qualified individual disability status," consistent with prevailing law. Provided, however, that Contractor and its subcontractors shall comply with all anti-discrimination and equal opportunity statutes and regulations.
- 8. Amendments/Modifications to Agreement.** The following amendments and/or revisions are made to the Construction Services Agreements (AIA Document A 141-2014 Standard Form Agreement Between Owner and Design-Builder) as Contractor (where the basis of payment is a Guaranteed Maximum Price):
 - 9.1 Guaranteed Maximum Price, Negotiation, and Agreement.** Construction phase services will be based upon a Guaranteed Maximum Price ("GMP"), which shall be negotiated in good faith by Owner and Contractor before or after completion of one hundred percent (100%) of the Construction Document Phase of the Design. Self-performed work shall be limited to a maximum of twenty-five percent (25%) of the GMP. The maximum markup on this work shall be limited to ten percent (10%). Owner will require competitive bidding for all major subcontracts. The final GMP must be reconcilable to within 2% of the Independent Cost Estimate.
 - 9.2 No Arbitration of Disputes.** Section 14.4 of the Standard Agreement is amended to delete the reference to Arbitration as an option for dispute resolution. Section 14.4 Arbitration is deleted in its entirety. The only method of binding dispute resolution (following non-binding mediation) shall be by litigation in a court of competent jurisdiction. In addition, with respect to any such litigation, Contractor waives to the extent permitted by law any right it may have to a trial by jury in any proceeding arising out of or relating to this Agreement.
 - 9.3 Modification of Mediation.** Section 14.3.2 of the Standard Agreement is hereby amended to delete all references to the "American Arbitration Association" ("AAA") and the "Construction Industry mediation Rules" of the AAA. Any mediation conducted under the Standard Agreement, including any General Conditions thereto, shall be conducted in accordance with the custom and practice in effect in Peshawbestown, Michigan. Any such mediation will be held in Peshawbestown, Michigan. Contractor and Owner shall agree on a person to serve as mediator and, if unable to agree, shall present three (3) names each to a court of competent jurisdiction or other neutral party to select a mediator.

- 9.4 Additional Contract Documents.** Sections 1.4.1 of the Standard Agreement is amended to add the following sentence: “The Design-Build Documents shall also consist of (a) the applicable portions of Owner’s Request for Offer for CM/GC Construction Services, including, but not limited to, (i) Section IV(G), Alaska Native / Native American preference; (ii) Section V, Anticipated Contractual Arrangements; and (iii) Section XI, Wage and Hour Requirements; and (b) the Addendum to CM/GC Construction Services Agreement (AIA Document A141-2014 Standard Form Agreement Between Owner and Design-Builder).”
- 9.5 Lien Waivers Required.** Contractor shall provide Owner with lien waivers/releases, in a form acceptable to Owner, from Contractor and from all of its Subcontractors (as defined above in Sec. 4, Liens) evidencing that Contractor and all such Subcontractors have been paid in full. Such lien waivers/releases shall be a condition precedent for Contractor to receive final payment in accordance with Sections 9.10 Final Completion and Payment.
- 9.6 Hazardous Materials.** Sections 10.3.4 and 10.3.6 Hazardous Materials are deleted in their entirety. Owner shall indemnify and hold harmless Contractor with respect to hazardous materials only in accordance with Section 10.3.3 Hazardous Materials. Owner shall not indemnify or hold harmless Contractor with respect to hazardous materials, except to the extent provided in Section 10.3.3.

**ATTACHMENT D
GUARANTEED MAXIMUM PRICE OFFER FORM**

Firm Name

A. Guaranteed Maximum Price (GMP) for Pre-Construction Services

PRE-CONSTRUCTION SERVICES SCHEDULE			
Project Description	Burdened Hour Rate	Proposed Hours	Subtotal
Project Manager / Engineer			
Office Support			
Superintendent			
Reimbursable Costs			
Totals			

B. Guaranteed Maximum Price (GMP) for Construction Services

Note: Please input in all areas that apply to this bid.

Number of Units:	4
Building Gross Area:	5200 Sq Ft

Line	Description of Work	Cost per Sq. Ft.	Total Cost
1.	Concrete		
2.	Masonry		
3.	Metals		
4.	Rough Carpentry		
5.	Exterior Doors, Windows, Glass		
6.	Waterproofing		
7.	Insulation		
8.	Roofing & Sheet Metal		
9.	Siding		
10.	Total Rough Structure (lines 1-9)		
11.	Finish Carpentry		
12.	Cabinets, Vanities, Countertops		
13.	Interior Doors & Frames		
14.	Lath & Plaster		

GUARANTEED MAXIMUM PRICE OFFER FORM

Firm Name

15.	Drywall		
16.	Tile Work		
17.	Acoustical		
18.	Carpeting		
19.	Resilient Flooring		
20.	Painting & Decorating		
21.	Specialties & Furnishings		
22.	Special Equipment		
23.	Appliances		
24.	Special Construction		
25.	Total Finish Structure (lines 11-24)		
26.	Plumbing		
27.	Heating & Ventilation		
28.	Air Conditioning		
29.	Fire Protection		
30.	Total Mechanical Systems (lines 26-29)		
31.	Electrical		
32.	Total Structure (lines 10, 25, 30, 31)		
33.	Earth Work		
34.	Site Utilities		
35.	Site Improvements		
36.	Landscaping		
37.	Unusual Site Condition		
38.	Total Land Improvement (lines 33-47)		
39.	Total Structure & Land (lines 32, 38)		
40.	General Requirements		
41.	Other:		

GUARANTEED MAXIMUM PRICE OFFER FORM

Firm Name

Totals:

GMP Pre-Construction Services: \$ _____
GMP Construction Services: \$ _____

Bid Guarantee Period:

I agree to hold this bid price for a period of sixty (60) days from the dates offers received by GTB in response to this RFP are opened. _____ (initial)

Covenant to Execute:

I agree that if this bid is accepted, I shall execute or cause to be executed a contract and all other required documents with the Grand Traverse Band and shall furnish all required bonding and insurance no later than May 1, 2019. _____ (initial)

By signing below, I verify and warrant that I have the appropriate authorization of the named firm to submit this binding offer:

GMP Pre-Construction Services: \$ _____
GMP Construction Services: \$ _____

Name (printed): _____

Title: _____

Signature: _____

Firm Names: _____

Address: _____

Telephone: _____