



PAWNEE NATION OF OKLAHOMA PAWNEE, OKLAHOMA

DESIGN BUILD PROJECTS FY23

Request for Proposal (RFP)

Project Title: Pawnee Nation Design Build Projects FY23
Construction Manager / General Contractor

Due Date: May 22, 2023, at 4:00 p.m. CST

Address: P.O. Box 470 Pawnee, OK 74058

Location: 881 Little Dee Drive Pawnee, OK 74058

Point of Contact: Chris McCray, Transportation Manager

Office Phone: (918) 762-3655

Email: cmccray@pawneenation.org

Request for Proposal (RFP)

This Request for Proposal (RFP) is meant to provide prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by Pawnee Nation of Oklahoma, a sovereign nation; hereby known as the “Owner” for Pawnee Nation Design Build Projects FY23.

The intent of this RFP is to rapidly and cost effectively deliver a project using one Design-Build (DB). This will allow the Project Team to strategically and innovatively plan, fund, permit, design, and build in a manner which constructs the greatest amount and length of projects within the current available funding. The Project Team’s initial focus should be to identify and begin construction on the projects or portions of project that are potentially and/or can quickly be made “shovel ready” while simultaneously working on other project areas within the program that are awaiting final design concepts. The Owner’s Intent is that the DB will begin construction within one month after the Notice to Proceed. The Owner is requesting the Offeror to propose on the DB of the Pawnee Nation Youth Learning Center.

Owner seeks the best innovative solutions to accelerate construction and deliver a product under budget while accomplishing the following: enhancing value and quality; adding the most enhancements possible within the available funding i.e., stretching the dollars to construct the greatest amount and length of projects within the current available funding. The targeted goal is to complete the suite of projects under budget with on-time delivery through innovations proposed by the DB team.

TERO STATEMENT

The Pawnee Nation has adopted a Tribal Employment Rights Ordinance (TERO). The Contractor, its appointed agents and all other parties will agree to recognize the rights, responsibility, authority, and determinations of TERO. The Contractor and all other parties will recognize that TERO has a primary commitment to the employment of Pawnee Nation members and the hiring of Indian preference employees.

Pawnee TERO client referrals become employees of the General Contractor or any sub-contractor with an awarded contract. TERO will refer qualified Pawnee Members or Indians for all skilled and non-skilled positions. Core crew expectations are listed in the TERO Ordinance. TERO Director or tribal designee shall be given notice for all employee issues where a TERO Client referral is concerned. Union requirements shall NOT be enforced on TERO referrals. Not to be pushed, coerced, or bullied into joining a Union, even when employed as a Union Signatory Contractor.

All Contractors and subcontractors will be required to attend a TERO orientation and certification, be given a TERO Compliance and Utilization plan to complete and sign during the Kickoff meeting. TERO agreements will be signed by all contractors prior to commencement of work.

A TERO Fee will be assessed to the Pawnee Nation CM/GC Suite of Projects. The fee will be covered under the Pawnee Nation federally funded departments but will need to be included when figuring the Guaranteed Maximum Price (GMP).

WRITTEN INQUIRES

All inquiries regarding this RFQ shall be submitted in writing to the Owner prior to **1 p.m. CST May 15, 2023**. A response from the Owner to all inquiries shall be sent via email on or before **5:00 p.m. CST, May 16, 2023**.

SUBMITTAL INSTRUCTIONS

Submittals are due to the Owner Procurement Office, for time and date recording on or before **4:00 p.m. CST on May 22, 2023**.

Mail or In-Person Delivery: Six (6) copies and One (1) Electronic Copy of the Proposal of your submittal in a sealed envelope clearly marked as:

**ATTN: Walterene Hare, Procurement Manager
Pawnee Nation Design Build Projects FY 23
P.O. Box 470 Pawnee, OK 74058**

In-Person Delivery can be made to the Procurement Office located at 881 Little Dee Drive Pawnee, OK 74058.

All responses to this RFP must be received, with time and date recorded by authorized Owner's staff by the above date and time. Sole responsibility rests with the Offerors to see that their RFP response is received on time at the stated location. A proposal may be withdrawn prior to the due date and time by written request. Any proposal not withdrawn by the due date shall constitute an irrevocable offer. The Offeror is responsible for all costs incurred by firms prior to issuance of a fully executed contract. All material submitted regarding this RFP will become the property of the Owner and will only be returned to the Offeror at the Owner's option.

The contents of the proposal of the successful Offeror, and the RFP may become all or part of the Scope of Work and as such contractual obligations. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award.

MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT: MANDATORY PRE-

PROPOSAL MEETING AND SITE VISIT: A mandatory Pre-Proposal Meeting will be held on

May 10, 2023, from 10:00 a.m. to 12 p.m., CST at the RoamChief Event Center, located at 810 Morris Rd Pawnee, Ok 74058.

Please arrive promptly! All proposers must have an employee of their firm sign-in and attend the mandatory pre-proposal meeting. Failure to do so may deem your proposal non-responsive.

Personal Protective Equipment (PPE): For your safety, all attendees shall bring safety vests and wear closed-toed shoes.

SCHEDULE OF ACTIVITIES

- Issue Public Notice for RFQ – April 21, 2023
- Mandatory Pre-proposal Meeting and Site Visit – May 10, 2023
- Deadline for Questions – May 15, 2023
- Deadline for Answers to Questions – May 16, 2023
- Proposal Submission Deadline – May 22, 2023
- Proposals Reviewed by Selection Committee – May 23-26, 2023
- Approximate Face to Face Interview Date – May 30– June 1, 2023
- Approximate Selection Date – June 9, 2023
- Approximate Contract for Services – June 16, 2023
- Approximate Notice to Proceed – June 16, 2023
- Approximate Kickoff Meeting – June 21, 2023

Acceptance of Proposal Content

The contents of the proposal of the successful Offeror, and the RFP may become all or part of the Scope of Work and as such contractual obligations. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award.

Selection/Procurement Process

A single Offeror will be selected through a best value selection process. Interested Offerors will submit an RFP response. A Selection Panel will evaluate each response according to the selection criteria set out below. The Owner expects to create a short list of at least three, but not more than five, Offerors to conduct formal interviews. The Owner will select the Offeror based on the RFPs received and formal interviews conducted. The Owner may conduct a due diligence review on the Offeror receiving the highest score.

The Owner will enter into negotiations with the selected Offeror and execute a contract upon completion of negotiation of fees and contract terms.

If the Owner is unsuccessful in negotiating a contract, the Owner may then negotiate with the next qualified Offeror until a contract is executed, or the Owner may decide to terminate the selection process. Once a contract is executed with the successful Offeror, the procurement is complete.

Award of RFP/Right to Reject

The contract will be awarded to the successful Offeror whose proposal, conforms to the RFP, and is most advantageous to the Owner. The Owner reserves the right to reject all proposals and to waive informalities and irregularities in the proposals received and to accept any portion of any proposal or all items proposed if deemed in the best interest of the Owner.

Contents of Submittal

Each Offeror shall submit a proposal that fully addresses the evaluation factors contained in this solicitation and complies with the preparation and submission instructions contained in this provision. Offerors should carefully review this section and its relationship to the selection criteria prior to commencing proposal preparation.

When Offerors list personnel, the Offeror agrees to make the personnel available to complete work on the contract at whatever level the project requires. Personnel changes will be reviewed by the Owner to assure the replacement is equally qualified and has comparable experience. Owner will only allow changes in key personnel including subcontractors when caused by circumstances outside the control of the Offeror (i.e., employee leaves employment with the DB and subcontracting company). Changes in key personnel for the convenience or benefit of the DB and/or subcontractor will not be allowed. Key personnel will consist of the DB's project manager, construction superintendent, lead estimator, chief scheduler, and subcontractors. Key personnel, including subcontractors listed in this proposal shall have binding decision making and signature authority for the company that they represent. Key decision makers (with this binding and signature authority) are required to participate in all regularly scheduled, as well as all critical, partnering, project, scheduling, design, and milestone meetings.

Offerors shall base their Proposals on performing all work in accordance with this RFP. The proposals shall provide appropriate exhibits, graphics, drawings, schedules, cost models, and text to reflect consideration of the evaluation factors and RFP requirements. Discussion information should be concise and specific to this project. Excessive detail will not be considered positively in the evaluation.

Proposals shall not exceed 25 single-sided pages of 8-1/2" x 11" size using Times New Roman 12-point font. All pages must be numbered. Organizational charts and resumes are not included in the page limit. Additional pages consisting of photos, brochures or other pre-printed material may be submitted as long as the exact item to be incorporated is identified. This material may not exceed

an additional 7 pages. Schedules, site maps, or charts can be submitted on single sided sheets up to 11” x 17”. Proposals shall be organized as follows and meet the section page limits depicted below:

A) Cover Letter (1 page) – Describes overall plan for successfully delivering the project bundle.

B) Proposal

- 1) Section 1 – Project Innovations, Associated Cost Savings, and mitigated risks of price increases and material shortages in the industry. (7 pages)
- 2) Section 2 – Design-Builder’s Plan (Preconstruction and Construction Phases), (3 pages)
- 3) Section 3 – Initial concept drawing or ideas of proposed renovation layout. (2 pages)
- 4) Section 4 – Personnel Qualifications, Experience, and Capability (1 page summary – 1-page Organizational charts. Resumes are Appendix C and not included in the page limit) including plan describing the incorporation of the local work force.
- 5) Section 5 – Tribal Employment Rights Office (TERO) Experience (1 pages)
- 6) Section 6 - Design-Builder’s & Experience (3 pages)
 - a) Examples of Innovative Work (3 pages. No project discussion shall be longer than one page)
- 7) Section 7 - Indian Preference American Indian Preference, which will be 15% of the total points given for this item. American Indian Preference and deemed eligible documentation as defined in the Pawnee Nation of Oklahoma Fiscal Policies and Procedures Manual:
II. Indian Preferences and Section 3 (2 pages)
- 8) Cost Competitiveness Determination (3pages)

C) Appendices:

Appendix A – Proposed linear Schedules of suite of projects (Does not count towards page limit)

Appendix B - Critical Issues (Does not count towards page limit) Appendix C - Reference letters from current and former clients (Does not count towards page limit)

Appendix C - Resumes (One page per position. Does not count towards page limit)

Technical Selection Criteria

(1) Project Innovations with Associated Cost Savings (25 points)

The Owner seeks the best innovative solutions to accelerate construction and deliver a project under budget while accomplishing the following: enhancing value and quality; providing the most project possible within the available funding, i.e., stretching the dollars to construct the greatest amount and length of the project within the current available funding, using the cost savings captured to complete the project. The targeted goal is to complete the project under

budget with on-time delivery through innovations and efficiencies proposed by the **Design Builder**.

With this in mind, the Offeror will demonstrate how they can successfully deliver the project.

- ✓ Describe your understanding of the project, how you will use innovation to stretch the funding to complete the project, and how you will deliver the project on time.
- ✓ List specific innovations for the project illustrating potential cost reductions, schedule acceleration, risk reductions, and improved quality your team can deliver.
- ✓ Identify critical project issues and solutions on how your team will mitigate them. Critical project issues considered are constructability concerns, risk areas affecting the delivery, design concerns, permitting, utilities, material availability, project costs, and 3rd Party Stakeholders for the suite of projects, etc. Specifically identify the mitigation efforts on the rise in prices and shortage of building materials.

(2) Design Builder's Plan (Preconstruction and Construction Phases) (15 points)

The Owner seeks a DB that understands this delivery method and can use it effectively to deliver the project. A proactive approach to construction management, cost modeling, and risk mitigation is required.

- ✓ Outline in detail how you will effectively manage this specific project to get them “off the books” and begin construction.
- ✓ Provide a preliminary linear cost and resource loaded schedule to demonstrate your construction approach to the project. Your construction approach should identify any critical decision points for meeting or advancing the schedule and budget.

(3) Personnel Qualifications, Experience, and Capability of both the DB and its Key Subcontractors (15 points)

The Owner seeks an Offeror that will use its organization, subcontractors, and the DB delivery method to ensure successful completion of the project.

- ✓ Provide a graphic organizational structure chart of the Offeror's firm. Ensure individuals assigned to this project are clearly identified.
- ✓ Provide a graphic organizational chart depicting how the DB will manage the project including subcontractor's roles. Ensure individuals assigned to this project are clearly identified.
- ✓ Provide a graphic organizational structure chart for each your key Subcontractors. Ensure individuals assigned to this project are clearly identified. (Note: Specialty Subcontractors should be selected for inclusion by the Offeror based on

qualifications, engaged in both preconstruction and construction phases of the work, and will not be allowed to be switched out between phases).

- ✓ The organization charts above must identify position titles, names, and the Offeror's proposed percentage of time that each of the key personnel will be dedicated to the Project.
- ✓ Identify the individuals on the charts above that have binding decision-making and signature authority for their organization on this project (authority for the DB and separately for each individual Subcontractor).
- ✓ Identify members of your team by name that you commit to consistently attend the weekly project progress meetings as well as all other critical meetings. (Note: Decision-makers with full authority to bind their company to a course of action or work without further approval is considered essential at the weekly meetings for both the **DB** and key Subcontractors)
- ✓ Provide supporting resumes and two references for each position listed below. References must have been directly involved, as a representative of the owner, in work performed by the key personnel in the last ten years.
 - Principal of the Company – The Offeror **must** show a significant commitment of the Principal of the Offeror's firm as well as for each Subcontractor to the Project. These individuals will actively participate in all critical project meetings and executive team progress meetings (held between top leadership of the Owner, **DB**, Subcontractors, Independent Cost Estimator, Construction Inspectors, and Design and Inspection Professionals, and Sub Consultants).
 - Senior Project Manager - The Senior PM **must** have experience in leading delivery of projects using methods other than low bid (design-bid-build) and will have experience in the delivery of projects making use of the Design Build.
 - Senior Project Superintendent - The Senior Superintendent **must** have relevant experience in leading bridge, roadway, and maintenance projects that include work of a similar scope, nature, and complexity as the Project.
 - Designer – The Designer **must** have relevant experience on their specialty work of similar scope, nature, and complexity.

Resumes should specifically address the following:

- Role in delivering past DB or alternative contracting projects.
- Experience working in a collaborative environment in both the pre-construction and construction phases.
- Experience analyzing and generating innovative alternatives and evaluating using real time pricing

(4) TERO/Workforce (10 points)

The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450e(b)). Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employments shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.

The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act.

The Owner highly encourages employment of a local workforce and local businesses to deliver a substantial portion of this suite of projects. Local is defined as having residence or an existing significant place of business located within the electoral and taxing boundaries of Pawnee County. Offerors will be evaluated based on their approach, creativity, and their demonstrated commitment to maximizing use of local residents, local material suppliers and local specialty contractors to deliver this suite of projects. Your approach will lay out which steps you will commit to as a company to ensure that the local individuals and local businesses are given the maximum opportunity to participate in the performance of this contract.

- ✓ Outline your approach to locating and maximizing inclusion of a local workforce, suppliers and subcontractors in the project, i.e., job fairs, breaking construction plans into small packages that enable the local trades to easily complete, etc.
- ✓ Identify potential “on the job” training/mentoring opportunities you envision for the Project.
- ✓ Include relevant examples of past project experience in which substantial local participation has been achieved, with specific project data listing the percentage of local businesses under contract versus the total cost of the work, as a percentage of the overall construction contract, i.e., 50% of the overall final contract value went to the locals.
- ✓ Provide the name and title of the individual on the **DB**’s team who will be responsible for overseeing efforts to reach out to and assist individuals and local businesses to compete for work and to successfully perform as integral members of the **DB**’s team.

(5) Offerors Past Performance & Team’s Experience with Similar Work (10 Points)

Owner is seeking Offerors with demonstrated performance using alternative delivery methods.

- ✓ Explain why the proposed team is best qualified to make this DB bundling successful.
- ✓ Include any past experience (a) working with owners on collaborative problem solving and (b) mitigating project risks, including schedule risk.
- ✓ Provide up to three examples of your most relevant projects of similar size and scope completed in the last 5 to 7 years where one or more of your proposed team

members were involved. Preferred examples are projects using the Design-Build delivery methods. The project narrative confirms your breadth and depth of experience for work similar or larger than this Project.

✓ Provide 3 reference letters from current and former clients.

(6) Indian Preference (15 Points)

The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450e(b)). Section 7(b) requires that to the greatest extent feasible:

- (i) preferences and opportunities for training and employment shall be given to Indians, and
- (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.

A qualified American Indian-Owned Firm is a legal business entity that is 51% American Indian Owned and Controlled and has submitted with its offer for this solicitation a Self-Certifying document in the form of (*Pawnee Nation of Oklahoma Fiscal Policies and Procedures Manual*):

II. Indian Preferences and Section 3.3)

Certificate of Indian Blood or Tribal Census card from each owner; and

Evidence of actively involved owner in the management of the firm and proportionately in the profits, a statement from the owners will suffice; and

Evidence of structure, management and financing affecting the Indian character of the enterprises, this includes subcontracts, purchase agreements, materials or equipment supply arrangements.

If awarded this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

(7) Cost Competitiveness Determination (10 Points) Preconstruction Services

This amount compensates the DB and subcontractors for their level of effort to be actively engaged during the preconstruction phase. Monthly payments will be paid according to an approved schedule of values submitted by the DB.

The DB and Sub-contractors are not entitled to recover any lost costs for the actual expenditures associated with preconstruction services and/or any lost profits for the costs for the construction phase in the event that a GMP or “mini” GMPs are not successfully agreed upon with the Owner for any reason.

Determining the cost competitiveness for each Offeror is the final step to determine the ‘best value’ score of each of the prospective Offeror. Cost competitiveness will be determined through the DB Fixed Fee (profit and overhead). The pricing component is designed to provide.

competitive pricing for the DB Fixed Fee (profit and overhead), which will be used in the development of the GMPs. The DB Fixed Fee will be included as part of the contract.

The Fixed Fee shall be multiplied by the final construction amount. The Owner reserves the right to negotiate and establish a final Fixed Fee with the selected DB. The purpose of the negotiations is to review, validate or reduce the Fixed Fee. The Owner will not allow an increase in the Fixed Fee after DB selection.

FEE PROPOSAL REQUIREMENTS

The Proposer shall provide a fee proposal as part of the Design-Builder selection process.

The Design-Builder is asked to propose fees as described in the following sections.

A. Design Fees, to include:

1. Full design services (SD, DD, CD, bidding, CA, RD) fees for architect, engineers, consultants, design-build and / or design assist trade contractors, and others.
2. Perform necessary site investigations and surveys of existing conditions to properly plan and design the project.
3. Provide a minimum of a 90% preliminary design to Pawnee Nation of Oklahoma for review, with a 21-day comment period.
4. Includes design fees associated with each listed project.

B. Preconstruction Fees:

1. Preconstruction services include estimating, scheduling, constructability, Design-Assist and/or Design-Build trade contractors, and other preconstruction services for Design-Builder, subcontractor consultants and others, as specified.
2. Include overhead and profit for preconstruction services.
3. Include preconstruction fees associated with each listed project.
4. Include proposal as lump sum for the Project.
5. Payment will be based on the percentage of completion of the required scope of work, in accordance with the payment schedule included in the contract.

C. Site Management Fee / Construction Phase Services (for the construction of the project)

1. Propose as a lump sum to complete the work with each listed project
2. Payment will be based on the percentage of completion of construction work.
3. Proposed fees shall be used to determine the Contract Final GMP.

Pre-Construction Services

This amount compensates the DB and subcontractors for their level of effort to be actively engaged during the preconstruction phase. Monthly payments will be paid according to an approved schedule of values submitted by the DB.

The DB and Sub-contractors are not entitled to recover any lost costs for the actual expenditures associated with preconstruction services and/or any lost profits for the costs for the construction phase in the event that a GMP or “mini” GMPs are not successfully agreed upon with the Owner for any reason.

Determining the cost competitiveness for each Offeror is the final step to determine the ‘best value’ score of each of the prospective Offeror. Cost competitiveness will be determined through the DB Fixed Fee (profit and overhead). The pricing component is designed to provide

competitive pricing for the DB Fixed Fee (profit and overhead), which will be used in the development of the GMPs. The DB Fixed Fee will be included as part of the contract.

The Fixed Fee shall be multiplied by the final construction amount. The Owner reserves the right to negotiate and establish a final Fixed Fee with the selected DB. The purpose of the negotiations is to review, validate or reduce the Fixed Fee. The Owner will not allow an increase in the Fixed Fee after DB selection.

DB Fixed Fee

Each Offeror must submit a Fixed Fee, which is the fixed percentage of home office overhead and profit to be applied to the total of all direct costs, project overhead, and indirect costs. The Fixed Fee will be applied to Subcontractor work. Offerors shall state their Fixed Fee, identify as a percentage, and carry out to two decimal points (e.g., 0.00%), which will be applied to all construction phases.

The Fixed Fee contains profit and home office overhead. Profit includes bonuses and incentives, but excludes all costs associated with direct construction activities, including, but not limited to, risk. Home office overhead is defined as all auditable costs that are allocated to all projects, including insurance that is maintained by the Offeror as a general cost of doing business.

The Fixed Fee must not contain field office overhead; field direct expenses; labor, including fringe; heavy (construction) equipment; subcontractor costs; small tools; bonds; materials; mobilization; and Project-related insurance as this is included in the GMP. Examples of item definitions that are not contained in the Fixed Fee are set forth below:

- 1) Field office overhead is defined as capital and consumable expenses necessary for the establishment and operation of the field office.
- 2) Field direct expenses are defined as hotels, airfare, food, rental cars/taxi, mileage, and other travel or per diem costs.
- 3) Labor, including fringe, is defined as field and office labor, plus other costs attributable to that labor, such as vacation, holiday, sick leave, license fees, and training.
- 4) Subcontractor costs are defined as all costs attributable to the use of subcontracted work.
- 5) Bonding and insurance costs. There shall be no fee added to item; and
- 6) Small tools are defined as tools associated with construction and not covered under equipment.
- 7) Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies.
- 8) All costs related to cell phones, radios, fax machines, pagers, computers, and software.

Proposal Scoring

Responses to each of the technical criteria will be evaluated by each reviewer and ratings will be determined using a numerical rating system as follows:

1. A relative numerical weight has been established by the Owner for each major category. The sum of the weights equals the total points allocated (100 points). All committee members will use these values.
2. The relative weighting assigned to each major category will be the maximum any criterion (subcategory) in the major category can receive.
3. Three degrees of quality (poor (0-60), fair (60-80), and good (80-100)) shall be considered when scoring each subcategory.
4. Each committee member is required to document the rationale used for the scoring of the proposed Offerors.

Weighting Cost Competitiveness

The Owner has chosen to use a best value selection process that includes scoring on both the technical proposal and the price (Fixed Fee). Each Offeror's Fixed Fee will be competitively scored against the other Offerors. The Offeror with the lowest Fixed Fee will receive a score of 10 points. The other Offerors receive a proportion of the available points by dividing the lowest proposed Offeror's Fixed Fee by their proposed multiplier, rounded to 2 decimal places. If two

or more Offerors provide the same exact multiplier (%), each bidder’s score will be computed as noted, which will result in identical scores.

Offeror	Proposed CM Fixed Fee	Ratio of Max Points	% of Maximum Points	Maximum Points	Price Score
Offeror A	6.00%	6.00/6.00	100.00	10	10.00
Offeror B	6.50%	6.00/6.50	92.31	10	9.23
Offeror C	7.00%	6.00/7.00	85.71	10	8.57

Table 1 – Example of Cost Competitiveness Score – Based on a Percentage Formula (normalized to the lowest bid)

Interviews

The Owner will include interviews as part of the second phase selection process for a short list of the most qualified Offerors. The Owner shall coordinate the interviews with each shortlisted Offeror. The order of the interviews for the contractors shall be random and will be determined prior to the interview date. The notification will include information about location; set limits on the number of people attending (based on room size, occupancy comfort, and safety); state the amount of time for each interview; and include any other scheduling or room constraints.

Scope of Work

Design Build (DB) bundle delivery method is an integrated team approach to the planning, design, and construction projects. This delivery method allows the Design Build team to apply their professional management capabilities during the planning and design of a project Then provides traditional construction services functioning as the prime General Contractor (GC) responsible for completing the work on schedule within a guaranteed maximum price.

The Project Team’s initial focus should be to identify and begin construction on the project or portions of the project that are potentially “shovel ready” and/or can quickly be made “shovel ready” while simultaneously working on other areas within the program that are awaiting such things as: NEPA clearance, permitting, right-of-way, funding, third party approvals The Owner’s Intent is that the DB will begin construction within one month after the Notice to Proceed

PROJECT TIMELINES

The Owner is requesting the Project Team use the DB bundle delivery develop and construct this project in an effort to meet an accelerated schedule. Please provide a schedule for each scope of the project and a projected start and end date.

The Pawnee Nation Projects include the following projects:

1. Pawnee IHS Garage Drive-Through

The Pawnee Indian Health Center plans to construct an approximate 2500 SF standalone drive-through testing garage with office space adjacent to the existing Pawnee Indian Health Center to provide a more modern, safe, and adequate facility from which to provide health care services. The new testing garage will provide a drive-through testing/vaccination clinic. The office spaces will be provided for the OEH&E department. The drive-through garage site will also provide 25 additional parking spaces. The relocation of this department provides additional clinic space within the clinic, which will improve the overall operations of health care delivery.

Additional information can be found in the attached Project Summary Documents (PSD).

This project is funded through Indian Health Services (IHS).

The current funds available for this project are \$1,671,643.00 million, to cover all aspects of construction, including professional fees.

2. Courthouse Renovations Project

The Pawnee Nation is looking to renovate the current Pawnee Nation Courthouse (approximately 1,200 square feet) into a two functional area that will serve as offices for the Pawnee Nation Enrollment Office and other general office/meeting spaces.. Upgrades to this area will include (but not limited to); MEP upgrades, new flooring throughout, lowering of ceiling, new air units with duct work, creation of new office spaces, secure filing rooms, bathroom upgrades, weatherization of windows, light fixtures, etc.

As part of this renovation job scope, it will also include upgrades to the current Pawnee Nation Resource Complex, as this facility was just recently completed in 2015; this area is looking to add a wall and possible upgrades to a singular doorway area and a courtroom judge's podium.

This project is funded through BIA ARPA Funding.

The current funds available for this project are approximately \$500,000, to cover all aspects of construction, including professional fees.

3. BIA Roof Rehabilitation Project

The Pawnee Nation is looking to rehabilitate the Bureau of Indian Affairs (BIA) roof. The project will consist of installing a new metal roof (26 ga.) 2-12 pitch over the existing flat roof. And Relocate downspout on NE side.

The BIA roof is approximately 170x 38.

This project is funded through Tribal Funds.

The current funds available for this project are approximately \$75,000, to cover all aspects of construction, including professional fees.

Project Goals

The Design Build method has been selected to ensure an aggressive approach in relation to significantly reducing costs and rapidly expediting schedules. Specific goals for this suite of projects are as follows:

- Use a “no frills/bare bones” approach to design plans to rapidly deliver a suite of quality projects under budget.
- Work cooperatively with Owner, the Design Consultants, and stakeholders to maintain an aggressive and cost-effective schedule.
- Use innovation to provide improved quality and performance and generate significant project savings.
- Maintain a strong positive relationship with major stakeholders, cultivate a partnering attitude, promote a creative environment, and be proactive in addressing project needs.
- Provide a context-sensitive project using smarter construction methods for low maintenance and long-term performance.
- Provide a safe working and traveling environment that minimizes the potential for injuries to the public and construction workers.
- Minimize inconvenience to the public by minimizing construction time and delays; and
- Deliver early work packages to ensure early construction is underway one month after Notice to Proceed and this suite of projects is rapidly taken “off of the books”.

Team Partnering

At the start of the Design Build contract, **all members** of the **Project Team** will attend a Project Kick-Off meeting. This will include the Design Build Team, the Owner staff and other agencies required by the project. The meeting is expected to take place within 15 working days after the **Design Build**'s Notice to Proceed.

Design Meetings / Project Progress Meetings

Members of the **Project Team** will schedule and attend all project progress meetings. Project progress meetings will be held weekly, unless otherwise noted. The Design Build Team will take meeting notes of the Project Progress Meetings and distribute them within 3 days after the meeting. The meetings will present general project progress, address design options that arise during the design process, and will help to provide input and direction from Owner. Project meetings will be conducted throughout preconstruction to complement the project schedule and design needs. The **Design Build Team** will participate in each meeting, report on the state of the cost estimates, project construction schedule, conduct constructability reviews, and provide pertinent input when required.

Project Schedule

The **Design Build Team** will be responsible to develop and maintain an overall project cost and resource loaded linear schedule for the permitting, right-of-way, utilities, design, construction, and close out for the suite of projects using a “cost and resource loaded” linear schedule for both the preconstruction and construction phases of the Suite of Projects. Owner currently anticipates Notice to Proceed (NTP) for the contract **June 16, 2023**. Project closeout is anticipated by **January 1, 2024**.

During the preconstruction phase, the schedule will include all detailed coordination efforts to optimize the design including all Designer activities, permitting / environmental activities, utilities, all third-party/stakeholder activities, right-of-way activities, construction, and all the Owner activities. The obligation of the Owner and Federal Agencies to complete specific submittal reviews will also be included in the project schedule.

Environmental and Cultural Resources

Environmental resources or concerns present or potentially present in the project area include the protection of migratory birds; compliance with the Clean Water Act Section 404 permit and Section 401 water quality certification obtained for the projects; flood plains management; obtaining a National Pollutant Discharge Elimination System (NPDES) permit and developing and implementing a Stormwater Pollution Prevention Plan (SWPPP); developing hazardous material testing, removal, and disposal plans; protection of groundwater, if encountered; advanced public notice of road closure and detour information; and allowing authorized emergency vehicle use of the construction access road. The Design Consultant will be responsible for the development of all environmental documentation required for the projects.

It will be the **Project Team**’s responsibility to obtain all necessary permits and licenses for the construction of the suite of projects (i.e., regulatory environmental, temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, etc...)

Cultural statement

Firms must be willing to work with culturally specific needs of the tribal community and sensitive to cultural traditions and ceremonies.

Point of contact: Mr. Matt Reed

Jreed@pawneenation.org

Tribal Historic Preservation Officer

P. O. Box 470

Pawnee, OK 74058

Guaranteed Maximum Price

Guaranteed Maximum Price

As part of preconstruction phase services, when construction documents are sufficiently complete to establish a price and a clearly defined scope, the DB will submit a formal GMP proposal to Pawnee Nation. The GMP includes the direct cost of all work, indirect costs, allowances items, contingencies, DB fixed fee (i.e. profit and overhead). Any remaining allowances or unused contingencies will be used to complete other project work within the suite. The DB guarantees to complete the scope of work for the GMP amount (i.e. the contract amount) and agrees to be solely responsible for any difference between the actual cost of work and the GMP amount.

All GMP proposal(s) will be reviewed and approved by the Project Team prior to moving forward. Upon signing of the construction amendment, the DB will take full responsibility for delivering the project within the GMP.

Compensation for construction services within a GMP will be as follows:

- For Lump Sum Items in the GMP: Paid as a lump sum
- For Allowance items in the GMP: Paid based on the actual prices agreed to in the GMP and all spending of allowances are preapproved by the owner. Quantities are based on field measurement. All unused allowances are returned to the project for additional work within the suite of projects.
- For Contingencies in the GMP: Paid based on the actual prices agreed to in the GMP and all spending of contingencies are preapproved by the owner. Quantities are based on field measurement. All unused contingencies are returned to the project for additional work within the suite of projects.
- For Unit Price items in the GMP: Paid based on the agreed upon unit prices in the GMP. Quantities are based on field measurement. All unused unit items are returned to the project for additional work within the suite of projects.

Progress payments for work will be paid according to the resource loaded linear schedule as well as verification through measurement in the field.

If the Design Build Team and the Owner are unable to reach agreement on a fair and reasonable price for the construction amendment, the Owner reserves the right not to exercise the amendment and to solicit construction services in a new procurement, from which the CM would be excluded.

The Owner will consider multiple GMP proposals that meet all the following criteria:

- The proposed construction under a separate GMP will be performed in accordance with all applicable permits and statutes. Additionally, work constructed under a “mini” GMP must not affect/impact adjacent areas that do not have all required clearances.
- Use of “mini” GMP’s on the project must be demonstrated to save time, reduce inconvenience to the travelling public, and/or reduce construction costs.
- The sum of the “mini” GMPs are within the suite of projects budget.

Local Workforce

The Owner highly encourages employment of a local TERO and local workforce and local businesses to deliver a substantial portion of this suite of projects.

Ownership of Documents

All innovations, ideas, plans, phasing, bids, cost models, manuscripts, specifications, data, maps, materials, etc., submitted / or obtained by the Offeror because of working on this RFP etc., become the property of the Owner. Proprietary cost information will not be shared with other proposers.

Additional Notes:

- ❗ Pawnee Nation Department of Transportation and Safety reserves the right to terminate the selection process at any time and reject any or all offers. Pawnee Nation shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.
- ❗ The points assigned are to be used by Pawnee Nation as a guide in determining to whom to award this contract. The firm selected may or may not be the highest rated firm as determined by the rating process.
- ❗ Quotes/Bids must remain firm once submitted and may not be withdrawn for a period of sixty (60) days, subject to provisions for correction of errors in the proposal and finalization of contract.
- ❗ All Construction and Materials shall be in accordance with the current Oklahoma Department of Transportation Standards and Specifications for Highway Construction, Current Pawnee Nation Department of Transportation & Safety Standards and Specifications or other funding agency requirements (i.e., Indian Health Services, FAR Clauses, etc.).
- ❗ A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Pawnee Nation, will be required for the faithful performance of the contract.
- ❗ The contractor will assist the Material Testing Laboratory in obtaining samples and gathering data as needed.
- ❗ The contractor shall furnish protection of adjacent surfaces and repair any damage caused by the work of the Contractor.
- ❗ The Pawnee Nation has adopted a Tribal Employment Rights Ordinance (TERO). The Contractor, its appointed agents and all other parties will agree to recognize the rights, responsibility, authority, and determinations of TERO. The Contractor and all other parties will recognize that TERO has a primary commitment to the employment of Pawnee Nation members and the hiring of Indian preference employees.
- ❗ TERO agreements will be signed by all contractors in the office of the Pawnee Nation TERO office prior to commencement of work.

DESIGN BUILD TEAM PRECONSTRUCTION ACTIVITIES LIST

The successful Design Build Team (supported by their pre-selected Sub-contractors) furnishes all labor, materials, equipment, services, and support facilities, etc., required for the following project elements, which include but are not limited to:

- **Weekly Design Meetings and Assistance**—The Project Team partners to develop innovative and streamlined early work packages i.e., that complete the project under budget and ahead of schedule. DB and subcontractors will participate in all design meetings in order to propose innovative means and methods along with associated real-time pricing and cost modeling throughout the preconstruction phase. The DB’s assistance will enable the designer to accurately produce constructible plans that effectively eliminate all changes in the field. Ultimately, the designer is responsible for certifying the final sealed construction plans with the overall project risks being distributed/shared and/or mitigated by the entire Project Team. With the direct input of the DB one major goal is to design “construction sets” of plans versus “bid sets” to reduce the overall design effort and save design time. The reduced design time enables the designer to draft and compare innovative alternatives proposed by the DB and project team.
- **Design reviews**—Certify to the Owner that the plans and quantities are constructible as designed, to guarantee that the work can be completed within the proposed GMP and schedule. Identify and recommend solutions relating to eliminating all errors, omissions, ambiguities, etc., providing an “economy of scale” relating to the proposed design and traffic control phasing.
- **Constructability reviews**—Conduct intensive constructability reviews of the plans and specifications to eliminate all potential change orders and/or claims. This process includes but is not limited to certifying the following: all final quantities, required resources, construction phasing, means and methods, traffic control, specifications, equipment, labor, feasible technologies, permits, right-of-way, easements, etc., to enable the project to be constructed as planned with an exceptional level of quality and within the GMP and accelerated schedule.
- **Market surveys for design decisions**—Furnish designers with innovative alternative means and methods, materials and/or equipment along with current real-time actual prices and availability of resources in order to jointly make informed design decisions (early in the process) to eliminate future changes in the proposed designs and reduce project costs.
- **Perform and certify all project quantities**—DB certifies all project quantities required to successfully construct the project within the GMP.
- **Design Options**—DB prices and evaluates all proposed design options, early work packages, final packages, and details for constructability and feasibility.

- Risk—DB identifies all potential project risks (including financial risk) and methods to mitigate/share/eliminate them.
- Maintenance of Traffic/Traffic Control Plans— Works with the Owner and Designer to develop all maintenance of traffic/traffic control plans necessary to successfully construct the project for all proposed phases and early and final work packages.
- Staging needs— Proposes, reviews, and validates staging areas for the project.
- Environmental Commitments/Permits— Actively works with the Owner and Designer to streamline the permitting process and recommends construction means and methods to expedite and comply with all permit approvals.
- Cost Model—DB provides an accurate and up to date detailed overall Cost Model for the entire project, i.e., design, permitting, construction, inspection, right-of-way, mitigation, proposed and current GMPs, early work packages “mini” GMPS, expenses to date, preconstruction services, construction services, etc... Prior to submitting a GMP for the first work package, the DB submits an overall cost model for the project. The Cost Model is defined as an open book cost estimate for the

project from the DB’s native estimating software platform that includes such things as labor and equipment rates, production rates, trucking costs, fuel costs, man-hours assumptions (hours planned per shift, hours planned per day, days per week), material costs, and subcontractor costs, overhead assumptions, proposed profit, and contingency. The cost model is supplemented by a linear resource loaded schedule.

The cost model approach to the construction includes the following salient feature:

- A description of the open cost model estimating process used. This description should communicate the cost of each bid item and the cost of any risk.
- The DB will use the model as a tool to communicate the assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
- All pricing submitted will include innovative cost savings, opportunities, value to the project, and minimized risk.
- Real Time Actual Costs—DB and its subcontractors provide real-time actual costs relating to innovative concepts, multiple work packages, and design details ensuring the project is constructible under budget. DB provides actual pricing while also focusing on the aspect that “time equals money” relating to design and construction projects. It is a requirement that the DB and subcontractors formulate the rough and final GMPs based on real bids, not estimates by the designers and/or DB firms. Getting real costs at the earliest possible rough concept phases of scoping and rough plans is essential to coming in under budget and generating constructible projects within schedule.

- Value analysis—DB identifies aspects of the design or specifications that do not add value or whose value may be enhanced. These changes do not necessarily reduce the cost; they may increase constructability, speed production, reduce design requirements, and decrease the life-cycle costs, etc.
- Material cost forecasting –DB uses its Sub-contractors, material suppliers, and contacts within the industry to develop costs while considering construction material price escalation to assist making decisions regarding material selection, advanced ordering, and early work packages.
- Cash flow /cost control – DB prepares and tracks an earned value analysis to provide the Owner with information for project funding and payments. This includes projected construction costs with the DB’s projected billing to aid the Owner in determining projected cash flow requirements.
- Master Project Schedule—DB prepares, manages, and tracks a linear resource and cost loaded overall Master Project Schedule throughout the preconstruction and construction phase to ensure that all commitments and dates will be met, and notifies the Owner when issues arise. The master schedule includes such items as preconstruction schedules, design schedules, permitting schedules, right-of-way schedules, detailed construction schedules, GMP schedules, project milestones, third party agreement schedules, submittal schedules, utility relocation schedules, inspection and testing schedules, and phased acceptance schedules. DB evaluates if the planned and current work progress is in line with the constraints of the master schedule. The DB provides resource and cost loading, and sequencing of all project tasks needed to complete preconstruction and construction. Also shows the timeline for all “mini” GMPs and the final overall GMP.
- Right-of-way acquisition and easements– The DB assists the Designer in identifying options for right-of-away acquisitions and easements by providing innovations, means and methods input, etc.... The primary purpose is to minimize the amount of right-of-way actions that must be undertaken to expedite the schedule and reduce the overall project costs.
- Meetings – DB and subcontractors will actively coordinate, participate, and document all project meetings held with the Owner, Design Builder, permit agencies, internal and external stakeholders, etc...
- Third party Issues— DB reviews, manages, and tracks all agreements and permits while developing innovative solutions for third party issues (i.e., irrigation and flood control districts, railroad, utilities, property owners, adjacent municipalities, citizen groups, etc.). Advises of impacts to the project and proposes innovative solutions to meet these commitments.
- Invoicing/Pay application—DB provides detailed “open book” monthly invoices for progress of preconstruction and construction. The invoices must be in accordance with the Owner approved cost and resource loaded schedule progress.

- Contracting—DB will contract with all sub-contractors, materials and equipment suppliers, surveying firms, QC testing and inspection firms, geotechnical firms, and equipment suppliers, etc., necessary for the successful completion of the project.
- Construction—DB provides continuous on-site construction management services throughout the construction phase. This management includes, but is not limited to: managing and documenting preconstruction meetings, weekly progress meetings; attendance and participation in all Project Team meetings, permit tracking and compliance, third party agreements, submitting overseeing and conducting QC testing and inspection programs; overseeing and conducting preconstruction, construction surveying, and as-built surveying; monitoring construction management staff and subcontractor work performance; maintaining record copies of all contract documents, creating and maintaining as-built, administering post construction closeout, final completion, tracking all GMPs, contingencies and allowances, etc., and all other necessary management and documentation for the successful completion of the project.
- Public Information Assistance – DB will provide public information assistance relating to

the traveling public, adjacent property owners, etc., during both the preconstruction and construction phases and attend and actively participate in all public information meetings held.

- Innovations, schedule acceleration, and cost savings - The DB will propose and price significant innovations, schedule acceleration, and cost savings throughout the preconstruction and construction phases.
- Development and Tracking: DB's Contingency, Owner's Contingency, and Allowance Items – Working with the Project Team, the DB is responsible for assisting in establishing all contingencies and allowances. The two types of contingencies to be used are as follows:

DB Contingency - The DB Contingency is an allowance that will be tailored to the scope of work for each GMP that may not have been finalized/defined/specified, as part of the finalization of the drawings and specifications. The DB Contingency is approved and used by the DB at the sole discretion of the Owner. The amount of GMP Contingency will be approved by the Owner prior to the execution of the GMP and is based upon risk modeling. When establishing the DB Contingencies, the DB will request and provide the Owner adequate reasoning as to why they are to be spent. The use of any portion of the DB Contingency must be authorized by the Owner. If the DB Contingency is not fully used, the unspent amounts will be used for additional work for the suite of projects.

Owner Contingency –The Owner's Contingency will be an amount, determined by the Owner, and inclusive in the overall project budget, to properly account for potential

scope changes, made at the discretion of the Owner, that were not anticipated by the Owner and are beyond the control of the Owner and the DB at the start of the project.

Allowances are specified amounts included in the GMP for certain items of work that are known but final quantities may be impacted by final site conditions. For example, based on borings the Project Team recognizes there are sections of the base course that will need to be replaced and estimates have been made based on the best available geotechnical data. However, the reality is that until the asphalt is removed from the roadway an exact quantity cannot be confirmed. Therefore, an estimate/price is included in the GMP along with an allowance priced for that item of work. If additional material is needed, the allowance will cover the cost of additional material. The DB's costs for labor, overhead, profit and other expenses with respect to the allowance item are included in the GMP but not in the allowance amount. If the quantity underruns the estimate made in the GMP, the balance is used towards new work within the scope of the project.

PROPOSAL AFFIDAVIT

Project Name: Pawnee Nation Design Build Project FY23

The following affidavit is to accompany the proposal:

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____ of lawful age, being first duly sworn, on oath states that s(he) is the agent authorized by the proposer to submit the attached bid. Affiant further states that the proposer has not been a part of any collusion among proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from proposing; or with any State, County, or City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract: or in any discussions between proposer and any Federal, State, County or City official concerning exchange of money or other thing of value for special consideration in the letting of the contract.

X _____

Subscribed and sworn to before me this _____ day of _____ 20____

My Commission Expires:

Notary Public

INTEREST AFADAVIT

Project Name: Pawnee Nation Design Build Project FY23

The following affidavit is to accompany the proposal:

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____ of lawful age, being first duly sworn, states that s(he) is the agent authorized by the proposer to submit the attached proposal. Affiant further states that no officer or employee of the Pawnee Nation of Oklahoma either directly or Indirectly, owns a twenty-five (25) percent interest in the proposer's business or such percentage which constitutes a controlling interest Affiant further states that the following officers and/or employees of the Pawnee Nation of Oklahoma have some direct or indirect Interest in the proposer's business:

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and sworn to before me this _____ day of _____ 20____

My Commission Expires:

Notary Public

PAYROLL AFFIDAVIT

Project Name: Pawnee Nation Design Build Project FY23

The following affidavit is to accompany the proposal:

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____ of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states (s)he is in compliance with requirements of Title 40 O.S. 1981, Paragraph 196.9a(B), as amended.

X _____

Subscribed and sworn to before me this _____ day of _____ 20_____

My Commission Expires:

Notary Public

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification will be considered in connection with the Pawnee Nations' determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Pawnee Nation determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the tribal government, the Pawnee Nation may terminate this transaction of cause or default.
4. The prospective primary participant shall provide immediate written notice to the Pawnee Nation if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause. Have the meaning set out in the *Definitions and Coverage* section of the rules implementing Federal Executive Order 12549.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into. It shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. Unless authorized by the Pawnee Nation.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions*", provided by the Pawnee Nation, without modification. In all lower tier covered transactions and all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntary excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement of Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render a good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transaction authorized under paragraph 6 of these instruction. If a participant in a covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Pawnee Nation, the Pawnee Nation may terminate this transaction for cause or default.

Debarment and Suspension Form

Contractor Name: _____

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510. Participants' responsibilities. The regulation were published as Part VI of the May 26, 1988 Federal Register (pages 19160-192111).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department, Tribe, State or Local government.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, Local or Tribal) 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 record, making false statements or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local or Tribe) with commission or any of the offense enumerated in paragraph A(1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local or Tribe) terminated for the cause of default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Representative

Date

Title

Pawnee Nation Indian Preference Form

The Pawnee Nation observes "Indian Preference", in all contract agreements.
Federal Procurement Regulations define an "Indian" as a person who is a member of a Federally
Recognized Tribe.

A qualified "Indian owned" enterprise is defined as an arrangement, whereby an "Indian" holds a
minimum of 51% ownership interest and will benefit from the profit of the contract.

Respondent's Name: _____

Organization's Name: _____

Organization's Address: _____

Tribal Affiliation: _____

I, _____, hereby affirm that I am a member of the
_____, a Federally recognized tribe, and maintain
_____% ownership interest, of the organization mentioned above.

**Form BIA 4432 Verification of Indian Preference for Employment (PREFERRED), which
can be retrieved from your Tribal Enrollment Office, or a photocopy of your CDIB, must
be attached to this document, in order to qualify for "Indian Preference".**

**By signing below, I affirm that as an "Indian" owner, of the above-mentioned
organization, I will benefit from the profit of this contract.**

Signature _____

Date _____

**Please provide evidence to demonstrate ownership structure, and profit allocation.
Ownership structure and profit allocation will be verified by the Pawnee Nation T.E.R.O.
Department, or by a designated member of the Pawnee Nation Staff.**



Attachment A

Design Fee Proposal

Full design services (SD, DD, CD, bidding, CA, RD) fees for architect, engineers, consultants, design-build and / or design assist trade contractors, and others.

Project 1 - Pawnee IHS Garage Drive-Through

Proposed Design Fee _____

Project 2 - Courthouse Renovations Project

Proposed Design Fee _____

Project 3 - BIA Roof Rehabilitation Project

Proposed Design Fee _____



Attachment B

Pre-Construction Service Proposal

Task #	Description	Unit (in hours)	Anticipated Quantity	Unit Price	Total Price
1	Project Management	hours			
1A	Consultation on planning, final design, and construction	hours			
1B	Partnering				
1C	Goal setting session	Lump			
1D	Innovation: cost savings, schedule reduction				
2	Constructability and material availability reviews and on-going Value Engineering	Lump			
2A	Review of preliminary and release for construction design drawings and constructability report	Lump			
2B	Identification of Project elements requiring less than 100% design	Lump			
2C	Value Analysis				
3	Conduct of Construction Plan				
3A	Sustainability report	Lump			
3B	Identification of long lead items	Lump			
4	Environmental and administrative permit documentation preparation				
5	On-going risk analysis	Lump			
6	Contracting plan				
7	On-going cost estimating	Lump			
7A	Contingency & Allowances Development				
7C	Critical Path Method schedule	Lump			
8	Project stakeholder coordination				
8A	Third Party Issues				
9A	Safety Plan	Lump			
9B	Quality Plan	Lump			
9C	Hazardous materials plan	Lump			
9D	Storm water runoff plan	Lump			
9E	Safety certification plan	Lump			
9F	Pawnee Nation Environmental Quality compliance plan	Lump			
9G	Traffic Control	Lump			
9H	ROW / Easements	Lump			



Attachment C

Fixed Price Proposal

Proposed Profit Factor: _____%

The Profit Factor will be applied to estimated total construction costs at the time of negotiating the lump sum price, and also to owner-initiated allowance/ change orders at the Contractor level.