

REQUEST FOR PROPOSALS

HUALAPAI NATION



Hualapai Park and Playground Design & Engineering

Issued: February 10, 2015

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1. DEFINITIONS

- a. **Owner:** Hualapai Indian Tribe
P.O. Box 179
Peach Springs, AZ 86434
Telephone: (928) 769-2216
Fax: (928) 769-2343
Contact: Phil Wisely, P.E.
Public Services Director
- b. **Project Manager:** Hualapai Planning & Economic Development Dept.
P.O. Box 179
Peach Springs, AZ 86434
Telephone: (928) 769-1310
Fax: (928) 769-1063
Contact: Kevin Davidson
Planning & Economic Development Director
- c. **DUE DATE: Friday, March 13, 2015 at 4:00 PM ARIZONA TIME**
The deadline will be governed by the Project Manager's Cable Internet link to the Official US Time Clock located at:
<http://www.time.gov/timezone.cgi?Mountain/s/-7/java>.
Any proposal received after the due date and time will not be reviewed.
- d. **EMAIL PROPOSALS TO:**

kdavidson@hualapai-nsn.gov

Subject Line: **Hualapai Park and Playground Design & Engineering Proposal**

2. OVERVIEW

The Hualapai Indian Tribe is seeking a qualified professional licensed in the State of Arizona to provide the design and engineering for a new park and playground in the community of Peach Springs, Arizona. The new park and playground will replace an older playground that was recently removed and provide much-needed recreation opportunities for children in the neighborhood and also expand on the number of recreational activities available in the community. The new park and playground will also create a convenient venue to hold cultural events for the community and residents of Peach Springs.

The park and playground will include a basketball court, a playground with various equipment including swings, slides, climbing structures, etc., a horseshoe pit, shade ramadas, a water feature and a perimeter jogging track. The park will also be provided with an asphaltic ADA parking space(s) and appropriate concrete curbing, security

lighting, signage, landscaping, fencing, and drainage structures. "Attachment A" to the RFP illustrates the intended boundary of the site.

It is intended that the design of this Park and Playground will produce construction bids not-to-exceed the estimated construction budget of \$250,000.

3. GENERAL INFORMATION

- a. The Project Manager must receive all responses to this request for proposals no later than the time stipulated in the RFP (See Section 1).
- b. The Project Manager will not accept collect calls with reference to this request.
- c. All contacts regarding this project shall be with the Project Manager. No proposer shall directly contact the Owner regarding the project during the proposal process. The Project Manager will forward any resulting modification of this RFP to all registered proposers.
- d. In the event that only one proposal is submitted for the project, the Owner is not required to accept it.
- e. Proposals will be accepted only if they meet the criteria set forth in SIGNIFICANT EVALUATION FACTORS (See Number 7 below) and if a mutually acceptable contract can be negotiated.
- f. The Owner *may* request a presentation by short-listed proposers. The Owner may make a selection of the professional within 30 days after the presentation.

4. STATEMENT OF INDIAN PREFERENCE

- a. In accordance with 24 CFR 1003.510, Indian Preference will be given to Indian owned enterprises. In the rating and ranking of the proposals, an additional 5 points will be given to Offerers who meet Indian preference criteria. The proposal is therefore subject to the following provisions:
- b. Preference and opportunities for training and employment in connection with administration of these activities shall be given to Indians and Alaskan Natives.
- c. Any Proposer claiming Indian Preference must give evidence to support its claim. An Indian owned economic enterprise is defined as any Indian owned commercial industrial, or business activity established or organized for the purpose of profit provided such Indian ownership and control shall constitute not less than 51 percent of the enterprise.

- d. The Indian Enterprise Qualification Statement form is available by request from the Project Manager.

5. SELECTION PROCESS

- a. The Owner will utilize responses to this request for proposals to award the contract to the most highly rated Offerer subject to verification of the Offerer's qualifications and representations and the negotiation of fair and equitable compensation.
- b. Proposals will be rated and ranked by a selection committee comprised primarily of Hualapai officials and personnel involved in the Hualapai Park and Playground Project. Proposers should allow two weeks for proposal reviews, verifications, ratings and rankings to be complete following the submittal date.
- c. This request for proposal includes the scope of design and construction contract administration services to be provided, identifies significant evaluation factors, provides a format for responses, and explains the method of evaluation of the proposals that are received.
- d. The Owner reserves the right to reject any and all proposals based on documented reasons including determining any or all proposals to be non-responsive.

6. METHOD OF REVIEW

- a. The Owner and its authorized representatives will review all proposals received, and may contact Offerers through the Project Manager to request further information, either in written form or in the form of a presentation to the Owner. The Owner may accept any given proposal as submitted, or may negotiate with an Offerer to establish terms most advantageous to the Owner. The decision of the Owner shall be final and not subject to appeal.
- b. A "short-list" interview may be required of individual Offerers. If such an interview is requested, it will be requested through the Project Manager and will be held at the Administrative offices of the Owner, the Hualapai Indian Tribe, in Peach Springs, Arizona.

7. SIGNIFICANT EVALUATION FACTORS

All Offerers should understand the factors that will enter into the evaluation of proposals, and the relative importance of each. Factors for evaluation of

proposals for Design and Engineering services for the Hualapai Park and Playground Project will fall into six categories.

- a. Technical qualifications of the firms and of the proposed technical staff, as indicated by their past experience with emphasis on current experience. The qualifications should reflect demonstrated ability and offering of professional services as covered by the statement of work. Consideration will be given to the Offerer's **relevant** experience. (30 points)
- b. A record of integrity, judgment, performance, and timeliness in the execution of previous contracts. (20 points)
- c. Experience of the firm and familiarity of the proposed staff with the unique problems of Indian Tribes in general and specifically the Hualapai Indian Tribe. Emphasis will be placed on current experience in design for Indian Communities and demonstrated sensitivity to Indian problems and solutions. This includes the firm's ability to deal administratively with Indian Tribes and federal agencies. (15 points)
- d. Demonstrated experience in design-to-budget projects. (15 points)
- e. Cost considerations such as rates charged for each category of employee under the contract, overhead rates, and total fee proposed. (15 points)
- f. Firms meeting Indian preference criteria. The Indian Enterprise Qualification Statement form is required for point award. (5 points)

8. SCOPE OF SERVICES

General Requirements: This includes direct coordination and performance under the direction of the Project Manager. This also includes providing periodic summaries of status as necessary for submittal to funding agencies and the Owner and periodic meetings to establish project objectives, provide project tracking (levels of design completion), or provide opportunities for Manager, Owner or Steering Committee reviews. These meetings will occur occasionally during every Phase outlined following (estimated at 2 design visits, 1 pre-bid meeting, 1 pre-construction conference, and 3 construction visits – 7 total [all on-site]):

- a. **Basic Services:** The professional's basic services consist of the phases described below:
 - (1) **Schematic Design Phase:** This includes conferences with Owner, Project Manager and Steering Committee after which the professional studies and analyzes the project requirements, including site surveys. From these the professional prepares schematic design studies consisting

of drawings and other documents illustrating the scale and relationship of project components, including considerations of structure and materials as may be appropriate at this time. The design shall also take into consideration the relationship of this project to surrounding buildings. Upon approval by the Owner of the Schematic Design documents submitted by the professional, this phase of service is complete.

(2) **Design Development Phase:** This covers the preparation of more detailed drawings and other data relating to the appearance, construction materials, and other essentials. When the Owner approves these documents, this phase is complete.

(3) **Construction Documents Phase:** Construction documents will be prepared for use in the Bidding & Negotiation of the Construction Contract. These shall consist of the drawings and specifications for the site and the improvements. *Note: General Conditions shall be prepared in conjunction with Project Manager to ensure items unique to contracting on the Hualapai Reservation are included. The design professional shall provide information for those elements of the General Conditions that are generated by project drawings or specifications.* Following selection of the General Contractor, the design professional shall be responsible for fully explaining the documents to the selected Site Superintendent (pre-construction conference). When the professional has explained the working drawings and specifications, this phase is complete.

(4) **Construction Phase:** This phase includes revision of design drawings, if needed, answering Requests for Information (RFIs), and construction contract administration during the construction work including periodic visits to the site to review the progress and quality of work and to determine if the work is proceeding in accordance with the design documents. This will be combined with the design professional's review of completion for monthly Contractor Draw Requests.

9. MODIFICATIONS TO SCOPE OF WORK

- a. Any modifications occurring during the Proposal process will be forwarded to every proposer of record as an addendum to this RFP. The proposer shall reflect receipt of such addenda in their proposal.
- b. Modifications to the Scope of Work that occur following acceptance of the proposal shall be covered under the applicable "additional services" provisions of the resultant Contract.

10. STANDARDS AND GUIDELINES

The following standards and guidelines must be considered for proposed work executed under this contract:

- a. Hualapai Tribal Ordinances (Hualapai Environmental Review Code Rules, see: <http://hualapai-nsn.gov/government/planning/>) and Building Codes (2009 IBC, 2008 NEC).
- b. Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (2015).
- c. The Project Manager will provide direct assistance and coordination throughout the design process. Project management during the construction phase will transition to the Owner's Representative designated as the Public Services Department for this contract.
- d. The Owner's Grants & Contracts Administrator will assist in contractual, financial and development considerations.
- e. The Owner's Planning Department will be involved in periodic reviews and project guidance.
- f. An Owner's Steering Committee is being established to assist in establishing programming requirements and to provide necessary reviews of programming and schematic documents.
- g. The Owner's (Hualapai Indian Tribe's) processes include formal plan review (of Construction Documents & Specifications) prior to construction. Civil engineering plans will be reviewed by the Hualapai Public Works Department. Architectural, structural, electrical and plumbing plans will be reviewed by the Hualapai Planning Department.
- h. The Owner (Hualapai Indian Tribe) may employ 3rd party Construction Inspection services during the construction phase.

11. PROVISIONS

- a. **Termination:** This Request for Proposals may be terminated by the Owner at any time for cause.
- b. **Non-Collusive Understanding:** Each person and firm submitting a proposal is certifying that he/she has not colluded with any other person, firm, or corporation in regard to securing the services being solicited.
- c. **Communications:** Any requests for information, clarifications, etc. regarding this solicitation shall be directed to the Owner c/o the Owner's Project Manager at the Project Manager's address, phone or email (see Section 1). *To maintain a consistent message with the bidders, direct contact with the Owner is discouraged during the proposal process.*
- d. **Access to Records:** The Owner, the Bureau of Indian Affairs, the Comptroller General of the United States, and/or their authorized representative shall have access to all books, records, and papers of the

professional and subcontractors pertinent to their contract for a period of not less than 3 years after completion of the project.

- e. **Disclosure of Interest:** No commissioner, officer, or employee of the Owner, no member of the governing body of the locality which the Owner has activated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during this tenure or for 1 year thereafter, have any interest, direct or indirect, in the project or in any property included or planned to be included in the project, or in this contract or any other contract or proposed contract relating to the project.
- f. **Negotiation:** Provisions not addressed by this solicitation will be negotiated with the professional once a selection has been made.
- g. **Agreement:** The selected professional will enter into an enforceable agreement that fully conforms to the contracting provisions of the Hualapai Tribe. A copy of the standard professional services contract is shown in "Attachment B."

12. FORMAT FOR PROPOSALS

The following is the preferred format for submitted proposals:

- a. Firm Name
- b. Contact Person
- c. Business Address
- d. Telephone Number (include fax number and email, if available)
- e. Type of Organization: Individual, sole proprietorship, partnership or corporation. Include SSN or EIN, as applicable.
- f. Abstract: One paragraph description of your understanding of your involvement in the project. What do you intend to accomplish for the Hualapai Indian Tribe.
- g. Experience: Demonstrate to the satisfaction of the Owner that the prospective Engineer has the technical, administrative, and financial capability to perform contract work of this size and type.
- h. Record of Performance: List previous comparable projects, the full amount paid for services of the client, starting and ending dates and a brief description of the results. At least three of these shall include a current

contact name for obtaining a reference with current telephone number, address of physical project, description of project and dollar amount of project. Ensure that your direct references are relevant to this project. Describe how the three referred projects involved similar expertise to that implied by this RFP.

- i. Personnel: Statement of Qualifications - Include a brief history for each principal member of the project. Ensure that you designate a single contact person for your firm and ensure that the employee's résumé is included. Any resultant Contract will require that you obtain the Hualapai Indian Tribe's specific written approval for any change in your primary project contact. Approval will be withheld and the Contract will be terminated if a substitution is deemed to be inferior to that presented in your proposal.
- j. Procedures and Timeframes: How you think the project should be scheduled. Include evidence of your ability to commence work immediately and complete work in a timely manner.
- k. Statement of Indian Preference: State whether or not Indian Preference is being claimed. If claiming Indian Preference, a completed Indian Enterprise Qualifications Statement is required. A form is available upon request.
- l. Fee Breakdown: Estimate to the best of professional ability anticipated fees. List costs by category, e.g. salaries, consultants, equipment purchase and/or rental, indirect costs, material and supplies, travel and mileage. Include the rates (hourly) charged for each category of employee under the contract.
 1. Basic Services: A fixed fee quote for project work by phase as presented in your proposal, including all subconsultants.
 2. Estimate of Reimbursements: A not-to-exceed quote of expected reimbursable expenses.
 3. TERO Tax: This project is subject to a Tribal Employment Rights Office (TERO) Tax. Please factor a 1% increase to the total combined quote of items 1 and 2.

NOTE: Any resultant Contract will include an aggregate not-to-exceed limit, of items 1, 2 and 3, for the entire project as described in this RFP.

4. Additional Services: Submit a Rate Schedule for additional services. If utilized, additional services will use the Proposer's submitted rate schedule on an hourly basis, or will be negotiated as separate fixed-fee or not-to-exceed contract addenda based on the submitted Schedule.

13. The following is a sample Professional Fee Breakdown:

I, _____ of _____ certify that to the best of my ability the following depicts a reasonable estimate of the anticipated professional fees in accordance with the requirements of this solicitation. I further understand that these fees will constitute a basis for entering into an agreement with the Owner to accomplish the professional services required.

- a. Basic Services \$ _____
Fixed Fee quote, including any and all subconsultants

- b. NTE Estimate of Reimbursements \$ _____
Long distance phone calls
Travel and mileage
Reproduction expense
Materials and Supplies, quoted on a firm not-to-exceed basis.

- c. TERO Fee \$ _____
(Calculated at 1% of the total of a & b, above [.01(a+b)])

- d. Total Not-To-Exceed Fee \$ _____
(Total of a+b+c, above)

- e. Additional Site Visits \$ _____/per visit
Provide a per-visit rate for site visits beyond the 6 estimated in this RFP. Separate fees may be quoted for the prime and subconsultants

Signature Date

End of Request for Proposal

Attachments:

- A. Site Location and Boundary Map and Photos
- B. Sample Hualapai Professional Services Contract

Attachment A

Site Location and Boundary Map and Photos

Aerial Photograph of New Park & Playground Location next to IHS Clinic



Drawn by: Kevin Davidson, 1/21/2015



Park and Playground adjoining IHS Parking Lot and Oak Street (0.72 acres)



Attachment B

Sample Hualapai Professional Services Contract

**HUALAPAI TRIBAL NATION
PROFESSIONAL SERVICE CONTRACT**

This Contract is made between the Hualapai Tribe, Department Planning Department, Peach Springs, AZ 86434 (the "Tribe"), and, _____, an independent contractor, whose address is _____.(Tax ID. No.)_____. (the "Contractor"). The Tribe agrees to contract for the service of Contractor and Contractor agrees to provide services, under the terms and conditions of this Contract.

1. Description of Services:

Contractor shall provide the following services to the Tribe:

**Refer to proposal that lists Scope of Work to be accomplished.
(Scope of work attached to this contract)**

2. Deliverables:

(List deliverable products listed in Scope of work attached to this contract)

In addition to the work described in the Statement of Work, Attachment 1, Contractor shall submit to the Tribe the following reports or other work products:

3. Payment for Services.

In full consideration of the personal services to be provided under this Contract, the Tribe agrees to pay Contractor as follows:

[] the fixed sum of \$ _____for the services described in Attachment 1, Statement of Work, or; in (monthly) progress payments of \$_____, **Not to exceed \$_____.**

[] at the rate of _____ \$ per hour, up to maximum of \$_____ per day, for services described in Attachment 1, Statement of Work, but not to exceed the sum of \$_____ for all work under this Contract unless authorized in writing by the Tribe's_____. ~

As a precondition to receipt of any payments under this Contract, Contractor must provide the Tribe with invoices detailing all work performed under this Contract since the previous invoice. Such invoices shall include a detailed description of services provided in the time period since the last invoice was submitted. Invoices shall be submitted to the Tribe: bi-weekly, or monthly, or upon completion of the Contract: Contractor will be paid monthly according to monthly invoices submitted for payment. **Contract not to exceed \$_____.**

Payment for approved invoices will be made within Thirty (30) days of receipt of such invoices by The Accounting Department of the Tribe. Final billing must be received within thirty (30) days of the completion or termination of this Contract.

Contractor further agrees that final payment for his services will be made after a review of the work performed is completed by the Tribes Principal Contacts. If the work is found to be unsatisfactory, the Tribe reserves the right to withhold final payment indefinitely until all deficiencies are corrected.

4. Period of Performance.

This Contract shall commence on _____, and shall end on _____, unless terminated earlier as provided in this Contract. This period of performance may be extended only by the written agreement of the Tribe and the Contractor.

Contractor agrees that he is solely responsible for beginning and completing this Contract by the dates specified in this Contract.

Contractor agrees that he shall be responsible for any costs to the Tribe associated with not completing this Contract by the scheduled ending date, unless unforeseen circumstances beyond control was caused by the management of the Tribe.

5. Principal Contacts.

All notices under this Contract shall be sent to the following designated Principal Contacts under this Contract. The Tribe may change its Principal Contacts at any time by written notification.

Tribe's principal contact:

Contracting Officer Mr. Kevin A. Davidson
Director,
Hualapai Planning Department

Compliance Officer Ms. Salena Siyuja
Hualapai Grants and Contracts Department

Contractor's principal contact: _____
Representative

Contractor and his work shall be monitored by the **Planning Department**, to determine whether the Contractor is in compliance with this Contract.

6. Independent Contractor.

It is understood and agreed that Contractor is an independent contractor with respect to all work to be performed under this Contract, and that Contractor is not an agent or employee of the Tribe. It is further understood and agreed that Contractor is not authorized to act on behalf of the Tribe, and that actions of Contractor are not actions of the Tribe.

Contractor will be responsible for providing all tools and equipment necessary to perform the tasks associated with this contract.

Contractor will be responsible for paying all employees or subcontractors he hires to perform any of the work under this Contract. Contractor's employees and subcontractors are not the employees of the Tribe. Contractor is solely responsible for paying his employees and subcontractors and for any obligation to pay or withhold any federal, state, tribal, or local taxes on the amounts Contractor pays to his employees and subcontractors.

Contractor will be responsible for payment of all applicable federal, state, tribal and local taxes, and/or special levies required under unemployment insurance, social security, income tax, and/or other laws, with respect to Contractor's performance of his obligations and receipt of payment under this Contract. The Tribe will not withhold any taxes payable by the Contractor on the amounts paid to Contractor under this Contract.

Contractor and the Tribe shall each retain its right to conduct its own separate business affairs, provided that such affairs do not interfere with the parties' obligations under this Contract.

7. Representations and Warranties of Contractor.

Contractor represents and warrants to the Tribe that he is not subject to any obligations, contracts, or restrictions that would prevent him from entering into or

carrying out the provisions of this Contract. Contractor further represents and warrants that he has all of the qualifications, education, experience and skills required to complete the work intended to be completed under this Contract. If Contractor is not so qualified, his lack of qualification is grounds for immediate termination of this Contract by the Tribe without liability. Contractor shall devote his best efforts to carry out the work required by this Contract in accordance with the standard of care, skill and diligence normally adhered to by a person in this field providing similar services.

8. Termination.

This Contract may be terminated by either party at any time without cause by giving thirty (30) days advance written notice of such termination to the other party. Contractor shall only be paid for work performed and reasonably billed for prior to the effective date of termination except as may be stipulated in Attachment 1. Contractor's obligations under Articles 9 through 11 shall survive, and shall not be affected by, termination of this Contract.

9. Indemnification.

Contractor shall be responsible for any wrongful or negligent acts or omissions performed by him, his employees or his subcontractors associated with his performance under this Contract and agrees to indemnify and hold the Tribe harmless from any liability or damage to person or property that arises from or is related to any such act or omission, including any attorney fees that may be incurred.

10. Confidentiality.

Contractor acknowledges that all information related to Contractor's work under this Contract, including all findings, reports, and other information either provided directly or indirectly by the Tribe in connection with the Contract or developed, compiled or created by Contractor in performing his services under this Contract, and all improvements made or conceived by Contractor under this Contract, is confidential and proprietary information owned by, and of great value to, the Tribe. Accordingly, Contractor agrees not to disclose any such confidential information to any person without the prior, written authorization of the Chairman of the Hualapai Tribe.

Regardless of how or when this Contract is terminated, within five (5) working days of completion of the work under this Contract, Contractor shall deliver to the Tribe all copies (including those on computer disk or other electronic medium) of all documents, drawings, specifications, and other materials or information which were furnished directly or indirectly by the Tribe to Contractor in connection with this Contract or which were prepared or acquired by Contractor in performance of services under this Contract.

Contractor shall not use any of the proprietary information described in this paragraph for anyone other than the Tribe's benefit.

11. Intellectual Property.

The title to all work completed by Contractor under or associated with this Contract shall be in the Tribe. Contractor will promptly disclose to the Tribe all inventions, improvements, designs, publications and ideas made or conceived by Contractor in the course of or associated with providing services under this Contract, regardless of whether Contractor develops those inventions, improvements, designs, publications or ideas after the termination on this Contract. Contractor agrees to assign to the Tribe all right and title to all such inventions, improvement, designs, publications and ideas, and all copyrights, patents, and royalties associated with or derived from such ideas.

12. Amendment.

This Contract may be amended only by a written document signed by the Contracting Officer, the Grants and Contracts Compliance Officer to the Tribe and by the Contractor, and approved by the Chairman or Vice Chairman of the Tribe.

13. Assignment.

All rights and obligations under this Contract are personal to Contractor, and Contractor may not assign this Contract, or any rights or obligations hereunder, to any person. Any such attempted assignment shall be void.

14. Governing Law.

This Contract shall be governed by the laws and ordinances of the Hualapai Tribe. All claims arising under or related to this Contract shall be brought to the Contract Officer, Grants & Contract Officer then to the Hualapai Tribal Court.

CONTRACTOR:

By _____
Authorized Officer

HUALAPAI TRIBE:

By: _____
Planning Department Contract Officer

By: _____
Grants and Contracts Compliance Officer

By: _____
Chairman or Vice Chairman

Program to be charged: _____

Contract/Grant No.: _____

Line Item/ Account # : _____