

PONCA TRIBE OF NEBRASKA

Request for Proposals:
OWNER'S REPRESENTATIVE

**Construction Renovation of the Fred LeRoy
Health & Wellness Center**

Location: Ralston/Omaha

Project No: 426

Issue Date: April 6, 2022

Due Date April 29, 2022
& Time: 4:00 PM (CST)

Submit Proposal of Qualifications To:

Ponca Tribe of Nebraska
Christine Minarik
PO Box 288
Niobrara, NE 68760

Clearly mark mail as: **“Owner’s Representative JV Project”**

Or via Email to: christinem@poncatrib-ne.org

A. Introduction:

The Ponca Tribe of Nebraska (“PTN” and “Owner”) is soliciting proposals for a qualified individual or firm to serve as the owner’s representative (“OR”) for the Health Services Joint Venture Project (“JV Project”), an expansion to the existing health services clinics located in the jurisdiction of the Ponca Tribe of Nebraska (“Tribe”) within Ralston/Omaha, NE. The successful responder will serve as the owner’s representative and provide project management services (the “Services”) during the design and construction of the JV Project.

B. Project Description:

Project Management Services duration is early Summer 2022 to Winter 2024

125,000+ square feet Includes primary care, behavioral health, pharmacy, and dental care plus a variety of specialty care needs from chronic disease management to OB from youth to geriatric specialty needs all based on a community needs assessment for an FQHC. We provide services for 16 counties in NE as well as Part of Iowa and South Dakota.

C. Project Team and Contractors:

1. The OR will work with and be part of the Project Team for the JV Project (currently in the final phase of design & financial approval) consisting of:
 - a. PTN Tribal Council
 - b. Health Services CEO
 - c. Health Services Executive Team
 - d. PTN Project Manager
2. The OR will work with, coordinate, and supervise with Owner’s contractors and consultants, including, but not limited to:
 - a. Architect: DSGW Architects
 - b. Construction Manager/General Contractor: Sampson Construction
 - c. Additional contractors for things such as equipment, technology, electrical. Appx. 10+ collaborators.
3. The OR will work with the Indian Health Service (IHS), including its designated Project Manager, including with respect to technical assistance, reviews and comments on design, construction documents, plans, specifications, design narratives, and on-site visits.

D. Project Schedule:

The following timeline has been established to ensure that the JV Project objective is achieved. However, the following project timeline is subject to change when deemed necessary by the Owner.

1. DSGW is near 100% design completion
2. Sampson Construction has presented agreement for construction.

3. Begin Construction – Date not selected yet, but is planned for Summer 2022
4. Substantial Completion/Occupancy – December 2023 to Jan 2024

E. Scope of Services

The OR will serve as the designated owner’s representative throughout the JV Project and provide customary owner’s representative services on the JV Project. The OR will work with the Tribal Council, CEO Health Services, designated executive team and providers, architects, Construction Manager at Risk/General Contractor (“CMAR/GC”), and other contractors, consultants, agencies, departments, and employees of PTN, as necessary or required. The OR will provide project management, coordination, facilitation, oversight, and monitoring during the design, procurement, pre-construction, construction, move-in, startup, close-out, and all other phases of the JV Project. The OR will represent the Owner throughout the JV Project and be an independent advocate and advisor to the Owner and the Tribe to coordinate all activities of the JV Project as necessary. The OR will be a consultant to and independent contractor of the Owner, not an employee of the Owner.

Pursuant to this RFP, the Services shall include, and the OR shall provide, at a minimum, the following general scope of work:

1. Represent and act on behalf of the Owner throughout the JV Project and otherwise provide the services, exercise the authority, and perform the duties and responsibilities of the designated owner’s representative under the contract documents and other contracts related to the JV Project.
2. Provide advice and consultation with respect to design, value engineering, scope of the work, cost estimating, and consultant pre-qualification, scheduling, and construction.
3. Consult with Tribal Council, Health Services Executive Team and CEO though out the JV Project.
4. Be the central point of contact for coordinating all JV Project activities.
5. Coordinate all JV Project activities including process for approvals, maintenance of project records, responses to inquiries from consultants, suppliers and contractors, transfer of information to decision makers, and coordination of project information flow and progress reports to the Owner.
6. Co-ordinate with the design team throughout the design phases and create progress reports to be delivered to Owner. Provide appropriate feedback to the design team.
7. Maintain a budget to be tracked from start to completion of the JV Project. Maintain accountability to the budget, assist the Owner with monitoring, allocation of funding sources, identify cost savings and design options/products, and maintain and review project costs to confirm that the JV Project is within the budget.
8. Compile and update schedule milestones for all JV Project design phases, design review, bidding/proposal activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of key decision points with Owner. Ensure that these JV Project milestones are accounted for in project contract documents.

9. Schedule and attend all JV Project design review meetings and review the design professional's agenda and minutes for accuracy and correct any errors within such documents.
10. Provide weekly and monthly status reports to Tribal Council, Health Executive Team and CEO, summarizing progress, schedule and JV Project cost status, major decisions, changes, and other key JV Project information.
11. Assist the Owner in review and approval of designs.
12. Assist with the preparation of requests for proposal ("RFP") and invitations for bid ("IFB"), selection, negotiation with, and oversight of any additional designer(s) or other Owner consultants.
13. Review all applications for payment from the CMAR/GC and Owner's consultants, designers, and engineers and provide recommendations to Owner for approval/revision/rejection.
14. Ensure the JV Project moves forward successfully with regard to scope, timelines, and budget.
15. Orchestrate and assist the Owner in the review of consultant/professional service contracts, construction documents, specifications, cost estimates, and amendments and changes thereto for approval.
16. Observe and review safety compliance, placement of construction equipment, fencing construction staging areas and site traffic/access on behalf of the Owner during JV Project construction.
17. Attend construction meetings as established.
18. Review JV Project construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to JV Project construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.
19. Review JV Project construction schedule and any impacts due to delays; advise Owner with regards to recovery schedules as required.
20. Advise the Owner on issues including JV Project construction costs, schedule, coordination, and Owner occupancy. Notify Owner if there is deviation from JV Project progress.
21. Coordinate and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed.
22. Photograph JV Project construction progress as necessary. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the contract documents as identified by DSWG. Notify the Owner of non-conforming work with the contract documents. Coordinate with all consultants/vendors responsible for the non-conforming work to implement a corrective solution.
23. Participate as part of the communications and distribution of construction directives.
24. Review, evaluate, and report to the Owner on all pending JV Project change orders and make recommendations to the Owner on the same. Review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing

with the Owner. This includes the work of design professionals and specialty consultants and contractors.

25. Assist with resolution of any disputes or claims.
26. Review, validate, and provide recommendations to the Owner on each pay application certified by the design team and take necessary action such that correct retainage is withheld and recorded, lien/claim releases are executed and included, and all disputes or claims are resolved prior to approval of a pay application.
27. Solicit and receive bids for the JV Project, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.
28. Assist with scheduling and implementation of technology and security as it applies to the JV Project.
29. Assist the Owner with any concerns and/or complaints by staff, community members, and parents during JV Project construction.
30. Develop and maintain JV Project files to include a record copy of all contracts, drawings, specifications, addenda, change orders and drawing modifications, shop drawings, product data and samples, handbooks, manuals and instructions and related materials for Owner's FF&E. Confirm that design professionals and construction manager supply these critical documents as well as documentation of all required testing and quality control inspections.
31. Provide JV Project weekly status reports during construction to the Owner summarizing progress, schedule and cost status, major decisions, changes, and other key project information.
32. Collaborate closely with the Health CEO to mitigate business interruptions as much as possible.
33. Ensure that all building systems are functional and that the equivalent of a certificate of occupancy is received.
34. Coordinate system commissioning work.
35. Assist with all applicable regulatory compliance and review coordination.
36. Manage close-out period, including:
 - a. Upon request for determination of substantial completion, attend inspections/walk-throughs and coordinate with JV Project design team and, if required, IHS on list of incomplete, unsatisfactory, and non-conforming "punch list items" required for final completion or items to remedy prior to certification of substantial completion.
 - b. Facilitate and monitor CMAR/GC's completion and JV Project design team's review and approval of all punch list work.
 - c. Coordinate with Owner's personnel and monitor inspection of JV Project utilities, operation systems, and equipment for readiness and assist in initial start-up and testing.
 - d. Facilitate any required training of the Owner's personnel.
 - e. Upon request for determination of final JV Project completion, attend inspections/walk-throughs of and coordinate with design team and, if required,

- IHS on determination of final completion and provide information to Owner regarding final inspection and determination of final JV Project completion.
- f. Provide description of final JV Project budget with record of expenditures.
 - g. Assist the Owner in acceptance and issuance of the final pay application and verify that requirements for final payment have been completed.
 - h. Secure and transmit to Owner and/or JV Project design team required guarantees, affidavits, releases, bonds, and waivers.
 - i. Turn over to Owner all keys, manuals, records, drawings, other design and construction documents, and maintenance stocks.
 - j. Coordination and documentation of receipt of warranties, O&M manuals, “as built” documents, temporary and permanent certificates of occupancy and filed notices of completion, coordination of final payment and final conditional lien releases/waivers, and any other activities which may be required for the Owner to occupy the JV Project.
 - k. Remediate issues as needed and provide other related tasks as may be assigned by the Owner.
37. If requested, assist the Owner during the warranty period, including any warranty walk through, issues/complaints and determining necessary steps to address such items, and oversee warranty repairs and claims.

F. Proposal Content:

The proposal shall include as a minimum, the following information:

1. Cover Letter – Letter is to be signed by the individual or member of the organization having the authority to negotiate and execute contracts on behalf of the responding firm.
2. Project Understanding – This section should outline the responder’s basic understanding of the JV Project. It should identify key issues to be addressed during the JV Project and any insights or innovative ideas the responder can provide in addressing those issues.
3. Minimum Requirements – In order to be considered for further consideration, the proposal must provide proof of the following minimum requirements:
 - a. Detailed description of experience in providing similar services. Include the size, scope, and nature of the services involved. Provide examples of any prior relevant projects, including tribal JV or other tribal health facility projects.
 - b. Submit a minimum of three projects completed within the last fifteen years where responder served as the owner’s representative on a construction JV or tribal health facility project (preference) and/or other health or commercial facility where the owner’s representative contract included a construction price/sum of at least \$100 million dollars. Each firm shall supply project name, size, cost, and owner reference (name and contact info).

- c. Provide the qualifications for each individual who may be assigned to the JV Project to provide services and designate the individual who would have primary responsibility for oversight of the services.
 - d. Details of existing liability or other insurance to cover responder's services, including professional liability, general liability, and workers' compensation coverage required by Ponca Tribe of Nebraska Code t. VII for any employees of responder. The successful responder must obtain and provide evidence of satisfactory insurance coverage for all aspects of the services.
 - e. Provide details of licenses and certifications (if any) relevant to the services that the responder may provide for the Project.
 - f. List any accommodation, services, or space required from the Owner to provide services, along with a brief explanation.
 - g. Clearly state all fees and expenses to be charged in the performance of the services:
 - 1. Provide an explanation on the basis for which fees shall be charged. Itemize the type of expenses (other than fees) for which you would seek reimbursement.
 - 2. If based on an hourly rate, provide the hourly rates to be charged for each individual who would be assigned to provide services and a general description of how billable hours will be allocated among key personnel.
 - 3. Fees based on cost plus a percentage of costs will not be accepted. It is anticipated that either a flat fee or maximum not to exceed amount will be established for the services.
 - h. Certification signed by the authorized representative stating:

“All information provided in this Proposal is accurate. Responder agrees to be bound by the conditions set forth in the RFP and this Proposal. Responder warrants that it is experienced and qualified to perform the services required by the RFP and this Proposal and is properly staffed, organized and financed to perform such services, and to commence such services immediately.”
4. Experience with Native American Tribes – Description of responder's relevant work as it pertains to construction projects with Native American Tribes and culturally appropriate work with Native American communities.
 5. Indian Preference Requirements – Preference in the award of contracts and subcontracts shall be given to Indians, Indian organizations, and Indian owned economic enterprises. Selected OR will be required to give preference in any employment and training opportunities as well as subcontracts to Tribal members and other Indians, Indian organizations, and Indian owned economic enterprises.
 6. Form of Contract – Contract will be based on the agreement in Exhibit A, which is based on PTN standard independent contractor/professional services agreement. By submitting a proposal, responders agree to the terms of Exhibit A – Ponca Tribe Services standard independent professional services agreement unless expressly otherwise noted in the response.
 7. Bankruptcy/Disputes – Indicate within the last five years if your company has been involved as a party in any bankruptcy, litigation, or arbitration proceedings. Explain.

8. Governing Law – The laws of the PTN will govern the contractual arrangement entered between PTN and the OR.

G. Submission Requirements:

In addition to the Proposal Requirements listed in Section F (Proposal Requirements), responders shall provide:

1. Proposal shall clearly be labeled “Owner’s Representative Proposal”
2. List the responder’s name, address, telephone number, and primary contact name and contact information including an email address on the cover.
3. Subcontractors and employees:
 - a. PTN reserves the right to approve any and all sub-contractors.
 - b. No subcontractor or employee may be used that has been suspended, debarred, or otherwise excluded from participation in any federally funded program or by the PTN.
4. Statement from responder that proposal response resulting from this solicitation shall be valid for (30) days.

H. Proposal Submission Instructions:

1. Individuals or firms wishing to be considered shall submit four (4) copies of their proposal materials no later than 4:00 p.m. central time, April 29, 2022, at the office of:

Ponca Tribe of Nebraska

Christine Minarik

PO Box 288

Niobrara, NE 68760

Clearly mark mail as: “**Owner’s Representative JV Project**”

2. Or a digital copy of proposal materials may be submitted no later than 4:00 p.m. central time, April 29, 2022 to Or via Email to: christinem@poncatribene.org

I. Selection Criteria:

- a. Formal interviews will be held. Any contract will be awarded to the lowest responsive and responsible bidder as determined by the PTN, Tribal Council, Health CEO, HRD, CFO, subject to Native American preference, based on, but not limited to the following criteria:
 - i. Demonstration of qualifications.
 - ii. If held, a favorable interview with the responder.
 - iii. Compensation.
 - iv. Experience.
 - v. Willingness and ability to work in the best interests of PTN.

J. Other:

1. An individual or firm awarded a contract under this RFP cannot be awarded a design/construction contract for the same project.
2. Contractors may be required to submit to background checks if required by PTN. Persons with conviction of certain crimes may be precluded from working on the JV Project.
3. All submitting firms are responsible for costs incurred in submitting their Proposal(s). PTN will not provide reimbursement for any costs associated by any and all firms in connection with this process.
4. All material submitted regarding this RFP shall become property of PTN and will not be returned to the submitting firm. PTN has no obligation to return any Proposal(s) received in response to this RFP.
5. No additions or changes to any Proposal(s) will be allowed after the response due date unless PTN specifically requests such modification.
6. PTN may elect to request qualified firms to be available for formal in-person interview.
7. All submitting firms are responsible for contacting PTN to understand any tribal and Native American employment preferences. All submitting firms are responsible for determining any Tribal laws that may affect the Scope of Work for this project. PTN's statutory laws are set forth in the Ponca Tribe of Nebraska Code and publicly available on the Tribe's website for submitting firms to review.
8. PTN reserves the right to reject any or all Proposal(s) and to waive all informalities and minor irregularities in receiving Proposal(s). PTN reserves the right to accept, reject, or negotiate specifics of any Proposal(s). A Proposal does not constitute a binding contract, such contract to be separately entered into by the selected firm and PTN.
9. Nothing in any awarded contractor or this RFP shall be read or construed to effect, modify, limit, or waive the sovereign rights or authority, including immunities, of the Tribe or its departments, agencies, instrumentalities, officers, agents, and/or employees.
10. In providing services and while present within the territory of the Tribe, the selected individual or firm and its employees shall comply with all provisions of the laws of the Tribe, including but not limited to, the Ponca Tribe of Nebraska Code, and applicable federal laws.
11. Responses from individuals or firms suspended, debarred, or otherwise excluded from participation in any federally funded program or by the Ponca Tribe of Nebraska will be rejected.
12. All documents and works of authorship prepared in performance of the services shall be the property of PTN. PTN will not claim ownership, right, or title to any standard documents or materials used in the selected firm's work and not prepared in the performance of the services for PTN.
13. All sales of construction-related services to PTN where the gross amount paid to the selected firm exceeds \$10,000.00 are subject to Tribal services tax at the rate of seven percent (7%) unless otherwise exempt. The selected individual or firm shall be responsible for charging, collecting, and remitting any applicable Tribal taxes to the Ponca Tribe of Nebraska Tax Commission, including the filing of

required tax returns. If a submitting firm includes PTN taxes in its response, the taxes must be separately stated and identified.

Exhibit “A” Contract Terms