

PONCA TRIBE OF NEBRASKA
REQUEST FOR PROPOSALS (RFP)
Owner's Representative & Construction Project Management Services

Issued: Date} September 4th, 2026

Response Deadline: Date} September 28th, 2026

Solicitation Ref No.:	RFP-2026-08OR	Issue Date:	September 4 th , 2026
Questions Due:	September 21, 2026	Proposal Deadline:	September 28, 2026 (9:00 AM CT)
Project Location:	Omaha, NE	Target Award:	September 2026

Introduction and Purpose:

The Ponca Tribe of Nebraska ("Tribe"), a federally recognized Indian tribe, is issuing this Request for Proposals (RFP) to solicit formal proposals from qualified, licensed consulting firms or individual experts to serve as the Tribe's independent Owner's Representative and Construction Project Manager.

As part of our commitment to expanding healthcare infrastructure and administrative capability, the Tribe is advancing major capital development projects. These include the construction of a new joint venture facility and the extensive renovation of the Administrative Building in Omaha, Nebraska. The selected firm will act as an independent advocate operating exclusively in the Tribe's interest, providing substantial oversight across all pre-construction, construction, commissioning, and facility turnover phases.

Scope of Work:

The Owner's Representative will serve as an extension of Tribal leadership, working independently from the Architect, General Contractor / Construction Manager at Risk (CMAR), and subcontractors to uphold high standards of structural quality, fiscal discipline, and schedule compliance. Key responsibilities include:

A. Budget & Cost Management

- **Pay Application Audits:** Scrutinize and verify line-item schedules of values and monthly payment applications submitted by contractors against verified field progress.
- **Contingency & Change Order Control:** Conduct rigorous constructability reviews during preconstruction and evaluate all proposed change orders in the field to prevent unnecessary cost inflation and preserve contingency funds.
- **Fiduciary Protection:** Safeguard Tribal financial reserves through active auditing of materials, labor, and subcontractor billings.

B. Schedule Oversight & Milestone Enforcement

- **Critical Path Analysis:** Continuously monitor and evaluate the master project schedule to ensure critical-path milestones are maintained.
- **Risk Mitigation:** Proactively identify potential construction delays, supply chain disruptions, or labor shortages. Enforce recovery schedules or contractual remedies (including liquidated damages) as warranted.

C. Quality Assurance & Environmental Standards

- **On-Site Inspections:** Perform continuous visual inspections and coordinate third-party testing services to verify compliance with construction documents, structural codes, and safety regulations.
- **Sustainability Compliance:** Enforce strict adherence to environmental design benchmarks, specifically Indian Health Service (I.H.S.) LEED Silver certification standards.

COMPLIANCE & PREFERENCE REQUIREMENTS

The selected Owner's Representative will be responsible for strictly enforcing Tribal tax compliance, Indian Preference mandates for hiring and subcontracting, and ensuring full compliance with applicable federal grant and project funding covenants.

D. Contract Administration & Communications

- Participate in and oversee weekly Owner-Architect-Contractor (OAC) project alignment meetings.
- Prepare and submit detailed monthly status reports to Tribal Leadership and the Tribal Council.
- Maintain a central, centralized project archive for all correspondence, RFIs, submittals, and change orders.

E. Systems Commissioning & Building Turnover

- Oversee punch-list item completion, operational systems testing, and formal building commissioning.
- Manage the delivery of complete Operations & Maintenance (O&M) manuals, product warranties, as-built drawings, and operational training sessions prior to final facility handoff.

Contracting Standards

The form of the contract for the construction, including the selected firm's construction administration, will be EJCDC C-520 with EJCDC C-700, General Conditions, and EJCDC C-800, Supplementary Conditions, including the Tribe's standard modifications. The selected firm will complete and/or provide the required information for reports, drawings, specifications, and similar matters in the construction contract forms.

Compliance Requirements

This project is funded through federal grants and must comply with all federal regulations. Proposers should acknowledge compliance requirements. Additional considerations may be given to contractors who have demonstrated experience with the following Federal regulations.

Build America, Buy America (BABA)

All iron, steel, manufactured products, and construction materials used in this project must comply with the Build America, Buy America provisions under the Infrastructure Investment and Jobs Act (IIJA), Sections 70914. Contractors shall certify sourcing in accordance with BABA and submit documentation during procurement.

Davis-Bacon Act

This project is subject to the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), requiring all laborers and mechanics employed by contractors and subcontractors to be paid prevailing wages as determined by the U.S. Department of Labor. Certified payrolls will be required weekly, and wage compliance will be monitored by assigned program manager.

Bonding and Insurance Qualifications

The selected contractor will be required to provide proof of bonding and insurance coverage to ensure the protection of both the Tribe and the contractor throughout the duration of the project. This will include coverage for construction, liability, and potential unforeseen issues that may arise during construction phases. Key bonding and insurance requirements include performance bond, payment bond, general liability insurance, workers' compensation insurance, professional liability insurance, automobile insurance, additional insured, and certificate of insurance.

Qualifications Required

To be considered, the contractor must demonstrate relevant experience, cultural competence, regulatory knowledge, and sustainability expertise. Additionally, the contractor must be able to complete all work within the timeframe outlined for this project.

Submission Requirements

1. A brief overview of the firm's history, including information about its principals, staff, and facilities

2. A statement that neither the firm nor any of its principals or licensed staff has ever been disbarred, suspended, or otherwise prohibited from professional practice, contracting with the Tribe, or participating in any federally funded program
3. A statement detailing the firm's ability to provide the professional services listed above. Supporting evidence should include project profiles and recently completed relevant project concepts and layouts of similar scope. Descriptions of previous projects must specify the firm's principals and staff primarily involved in those projects, along with owner representatives and their contact numbers
4. Identify the professional(s) to be primarily assigned to this project, including resume and history of projects. Also note the approximate percentage of time each listed principal or key staff member will dedicate direct participation
5. If applicable, list any relevant sub-consultants they propose to engage for this project and describe previous experience of working with them
6. Include a section in their submission that clearly articulates your understanding of the nature of the project
7. Provide a preliminary project budget estimate
8. Provide details on your Standard Service Rates, Hourly Rates, Schedule of Fees, Service Fees, Reimbursable Expenses, and/or Professional Service Charges
9. The Tribe will give preference to qualified firms owned, managed, and operated by members of the Ponca Tribe of Nebraska, and/or members of other federally recognized Native American tribes

Submittal Deadline

The Tribe will accept proposals until **September 28th, 2026**. NO Late Proposals will be accepted. Proposals should be submitted electronically to Christine Minarik, christinem@poncatribene.gov.

Evaluation of Submissions

The Tribe's representative will evaluate Proposals based on requirements of the RFP. All submissions will be evaluated, and the Tribe may invite one or more of the highly qualified respondents to attend a formal interview at one of the Ponca Tribe of Nebraska's office locations with tribal representatives to allow further discussion of qualifications and to respond to questions from Tribal designees.

Evaluations will be scored on the following criteria:

Adherence to RFP Instructions

- Timeliness
- Completeness
- Overall Quality and Level of Professionalism

Project Understanding

- Overall Comprehension of Project Objectives
- Understanding of Project Requirements

Requirements

- Detailed Description of Experience
- Minimum of three (3) similar projects
- Qualifications of each individual
- Liability and other insurance
- Details of Licenses and Certifications
- Accommodation, Services or Space Required
- Signed Certification
- Experience with Native American Tribes
- Indian Preference
- Bankruptcy/Disputes

Point of Contact

All questions and contacts regarding this RFP should be addressed to: Christine Minarik, christinem@poncatirbe-ne.gov, 402-857-3391, ext. 5002

Any inquiry that directly affects an interpretation or changes to this RFP will be issued in writing by the Tribe as an addendum and faxed or mailed to all parties recorded by the Tribe as having expressed an interest in this RFP. Receipt of all such addenda must be acknowledged by the outdoor respondent in its Proposal.

General Information

- Rejection of Proposals: The Tribe reserves the right to reject any or all proposals and to waive all informalities and minor irregularities in receiving proposals.
- Rejection of Responders: The Tribe reserves the right to reject all firms, to select multiple firms for various aspects of the proposed work, to select a firm for only some of the proposed work, or some other arrangement.
- Amendment or Cancellation of RFP: The Tribe reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of the Tribe.
- Right to Not Accept: The Tribe reserves the right to accept, reject, or negotiate specifics of any proposal. A proposal response does not constitute a binding contract, such contract to be separately entered into by the selected party and the Tribe.
- Proposal Modifications: No additions or changes to any proposal will be allowed after the proposal's due date unless such modification is specifically requested by the Tribe.

- Price Guarantee: All proposals and price offerings will be and must remain valid and irrevocable for a period of not less than sixty (60) days after the deadline for submissions. By submitting a response, the individual or firm makes this guarantee.
- Response Material Ownership: All material submitted regarding this RFP shall become property of the Tribe and will not be returned to the responder. The Tribe has no obligation to return any proposals received in response to this RFP.
- Costs Incurred: All costs incurred in the preparation and transmittal of a proposal responding to this RFP will be the responsibility of the responder and will not be reimbursed by Tribe.
- Laws: All submitting firms are responsible for determining any Tribal laws that may affect the scope of work/services for this project. The Tribe'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.
- Final Contract: The contract awarded will be subject to final review, approval, and acceptance by the Tribe, which shall include standard clauses required for all contracts awarded by the Tribe and as required by federal law and the terms set forth in this RFP.
- Compliance with Laws: In providing the services and while present within the territory of the Tribe, the selected firm and its employees and sub-consultants shall comply with all provisions of the laws of the Tribe, including, but not limited to the Law and Order Code of the Ponca Tribe of Nebraska, and applicable federal laws.
- Insurance: The selected firm shall be required to maintain appropriate insurance to protect the firm and the Tribe from all losses, expenses, and liabilities resulting from any loss, injury, or damage, including but not limited to, employer's liability, professional liability, comprehensive general liability (including broad form contractual liability and independent contractor coverage), automobile liability, umbrella liability, and valuable papers to the extent necessary to cover the services provided. In addition, the selected individual or firm shall be required to carry workers' compensation insurance for its employees as required by Ponca Tribe of Nebraska Code § 7-1-3.
- Ownership of Documents: All documents and works of authorship prepared by the selected firm for the Tribe and the project shall be the property of the Tribe. The Tribe will not claim or assert ownership, right, or title to any standard documents or materials used generally in the selected firm's work and not prepared in the performance of services for the Tribe.
- Debarment and Suspension: Responses from individuals or firms suspended, debarred, or otherwise excluded from participation in any federally funded program or by the Tribe will be rejected.
- Confidentiality: The selected firm will not in any manner, whether with or without cause, either directly or indirectly divulge, disclose or communicate to or use for the benefit of any third party any secret or confidential information, knowledge, or data acquired by virtue of its relationship with the Tribe, without the prior written approval of the Tribe.
- Situs and Governing Law/State Taxes: Any awarded contract shall be deemed entered into, the services provided, and the contract performed in the territory of the Tribe. The contract shall be governed by and construed in accordance with the laws of the Tribe. The Tribe and the services provided are not subject to taxes imposed by the State of Nebraska or any of its local governments unless otherwise expressly permitted under federal law.

The selected firm shall not include any state or local taxes in their compensation except with the express authorization of the Tribe. State and local sales taxes or other taxes required to be passed on/charged to the consumer may not be treated as a reimbursable expense even if authorized or lawfully imposed.

- Tribal Taxes: All sales of construction-related services to the Tribe, including architect and engineering services, where the gross amount paid to the contractor/vendor exceeds \$10,000.00 is subject to Tribal services tax at the rate of seven percent (7%). The selected 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. Taxes are not required to be submitted in proposal. However, if a firm includes PTN taxes in its response, the taxes must be separately stated and identified for proper evaluation. Tribal taxes are required to be separately stated and passed on/charged to the consumer and may not be treated as a reimbursable expense.
- Payment Terms: The Tribe's standard payment terms are thirty (30) days after delivery of goods and/or services and receipt of a correct invoice. The Tribe does not provide deposits or advance payments for services or work not yet performed unless special circumstances apply.
- Percentage Compensation: Compensation for services based on cost plus a percentage of costs, including a percentage of the costs of construction, are prohibited.
- Sovereign Authority: Nothing in the contract shall be read or construed to effect, modify, limit, or waive the sovereign rights, including immunities, of the Tribe or its departments, agencies, organizations, officers, agents, and/or employees. By submitting a response to this RFQ responders understand and agree to the same.