



**REQUEST FOR PROPOSALS
DESIGN-BUILD PROJECT**

Mechoopda Indian Tribe of Chico Rancheria
1920 Alcott Ave
Chico, CA 95928

REQUEST FOR PROPOSAL FOR DESIGN-BUILD PROJECT

INTRODUCTION

Mechoopda Indian Tribe of Chico Rancheria, California (the “Tribe”) is soliciting and accepting Statements of Qualification and requesting proposals (“Proposal(s)”) from qualified firms for providing design-build construction of a new storefront building (hereafter referred to as the PROJECT). The estimated target size for the building footprint is approximately 300 to 800 square feet.

SUMMARY AND BACKGROUND

1. The Tribe is a federally recognized Indian tribe and sovereign Nation in Chico, California. The governing body of the Tribe is the Tribal Council of the Mechoopda Indian Tribe (the “Tribal Council”), comprised of seven elected members.
2. The objective of this Request for Proposal (RFP) is to select a Design-Build Contactor (“DBC”) to provide professional services for all design and construction services required for the Project. The Project will be approximately 300 to 800 square feet.
3. The selected DBC will have overall responsibility for and shall furnish all design and construction services, materials, equipment, tools, and labor as necessary and reasonably inferable to complete the Project in accordance with the Tribe’s requirements and the terms of the contract documents.

SCOPE OF SERVICES

The services to be provided by DBC include but are not limited to, the duties identified in this section and all services identified or incidental to those identified in this RFP or any contract documents.

1. DBC will participate in visioning work sessions with, or follow the written communications of, the Director of Economic Development and Business Development Specialist or anyone identified by the Tribal Council to draft conceptual and schematic designs. The Tribal Council will have final approval.
2. After approval by the Tribal Council of the draft conceptual and schematic design, the DBC will work to create detailed plans for building elevations, material selections, mechanical, plumbing, electrical / control systems, and final design.
3. DBC will prepare the required architectural / engineering drawings and plan documents (e.g., site plan, mechanical, electrical, plumbing, and structural plan).
4. DBC will create detailed construction and specification documents.
5. DBC will construct the Project and provide As-Constructed Drawings.

CONSTRUCTION SUPPORT

The construction site will be limited to the smallest feasible area.

The staging area is limited and must be included in the project site.

Parking of construction vehicles shall be limited to existing roads, legally designated areas, and approved staging areas.

PROPOSAL CONTENT AND FORMAT

Proposals must be submitted in compliance with the requirements of this RFP. Clarity and brevity are preferable to volume. In addition, the Proposal must contain the following information and be structured in the order presented in this section.

1. Cover Letter and Price: A cover letter, signed by a person duly authorized to sign on behalf of the DBC, shall be submitted with the Proposal. The cover letter shall include a summary of the Proposal, benefits you believe the Tribe would receive from selecting the DBC, a statement indicating the ability of the DBC to provide timely services for this project and to meet the requirements of the proposed schedule, and an overview of the proposed fees for the services corresponding to each phase identified in this RFP.
2. General Information About DBC: A document providing the following information:
 - a. The name of the DBC and number of years in business;
 - b. The DBC's organization type;
 - c. The number of employees employed by DBC;
 - d. The location of the office from which DBC will conduct work;
 - e. The contact person for this RFP and their contact information;
 - f. Whether any relationship exists between the DBC, its officers, principals, employees, or agents and the Tribe or the members of the Tribe's government; and
 - g. An explanation of any relationship identified above, if applicable.
3. Project Team: A document providing the following information:
 - a. Specific and detailed information regarding the relevant experience and expertise of the DBC and the DBC's team;
 - b. A description of at least two (2) projects, completed within the prior ten (10) years, of similar scale and complexity to the scope of this project, which should include the following information:
 - i. Project name;
 - ii. Owner's name and contact information;
 - iii. Project location;
 - iv. Description of the project;
 - v. Relevant fee amounts, including initial budget and actual amounts paid;
 - vi. Relevant dates, including the dates the DBC began and completed the project;
 - vii. Whether the project was completed within the time period specified in the contract;
 - viii. Whether the project was completed within budget; and
 - ix. Any explanatory information (e.g., excused delays) that is necessary to supplement the information above, if applicable.
 - c. Résumés and/or a listing of information for each individual in the proposed project team, including their educational background, years of experience, length of employment with DBC, specific qualifications applicable to this project, and relevant project experience.
4. Project Approach: A document describing the DBC's project approach and management capabilities, including a description of:

- a. The design work that will be needed to complete necessary construction drawings;
 - b. The DBC's strategies for effective trade coordination, including examples of how trade coordination assisted in past projects;
5. Proposed Guaranteed Maximum Price: A document identifying a proposed Guaranteed Maximum Price (GMP) shall be the sum of and a cost breakdown for all work to be performed.
6. Timing Requirements: An expected timeline, in GANTT format, for completing the Scope of Services.
7. Indian Preference: A document identifying and explaining, if applicable:
 - a. Whether the DBC may be given preference pursuant to the section in this RFP entitled "Indian Preference"; and
 - b. Whether the DBC is familiar with the processes and procedures of Indian tribes or tribal governments.

PROPOSAL SUBMISSION

1. The DBC must submit one (1) electronic copy of the Proposal via email to dbelone@mechoopda-nsn.gov and include "RFP Proposal Submission" in the subject line.
2. Proposals received by the Tribe will remain in the possession of the Tribe and will not be returned to the DBC.
3. Electronic copy must be received by the Tribe no later than 5:00 pm on June 6, 2024.

INDIAN PREFERENCE

Preference may be given to qualified Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act (25 U.S.C. 1452), in accordance with Sections 7 (b) and (c) of the Indian Self-Determination Act (25 U.S.C. 450e; 25 C.F.R 900.47).

SUBDBCS AND SUPPLIERS

The DBC shall be responsible under the contract for the acts and omissions of subcontractors, suppliers, and persons employed by them, either directly or indirectly, as fully as the DBC is for the acts and omissions of DBC's employees. Nothing in the contract shall create any contractual relations between any subcontractor or supplier and the Tribe or any obligation on the part of the Tribe to pay or cause to be paid any money to any subcontractor or supplier.

THE SELECTION CRITERIA

The Tribe intends to select a DBC with the qualifications, experience, and expertise to perform the services in a manner that provides the best value to the Tribe. The DBC shall be selected based on the following non-exhaustive criteria:

1. The conciseness, responsiveness, and completeness of the Proposal;

2. The qualifications, relevant experience, past performances, and reputation of the DBC and the DBC's employees;
3. The capacity and capability of the DBC to perform the work within the time limitations;
4. The project approach and management capabilities of the DBC;
5. The price(s) and/or fee(s);
6. Information gathered from references;
7. Whether the DBC satisfies the "Indian Preference" section of this RFP and/or is knowledgeable about the processes and procedures of Indian tribes or tribal governments;
8. Information gathered in interviews with the DBC, if applicable;
9. Any other information provided in the Proposal or gathered by the Tribe.

AWARD OF CONTRACT – RIGHT TO REJECT PROPOSALS

The contract will be awarded to the responsive and responsible qualified DBC whose Proposal is determined to be the most advantageous to the Tribe, considering the evaluation factors set forth above. The DBC to whom the award is made will be notified as soon as possible. The Tribe reserves the right to award the contract in any manner it deems to be in the best interest of the Tribe and make the selection based on its sole discretion. The Tribe expressly reserves the right at any time to:

1. Waive any defect, informality, or irregularity in any response, Proposal, or proposal procedure;
2. Reject any Proposals or any portion thereof;
3. Reject a Proposal if any required proposal document is incomplete or missing;
4. Suspend or reissue a Request for Proposal;
5. Extend deadlines for accepting responses or accept amendments to responses after the expiration of deadlines;
6. Determine that no project will be pursued;
7. Award contracts based on factors other than price; or
8. Procure any service by any means.

INTERVIEWS

The Tribe will review the responses to this RFP and may, at its sole discretion, conduct interviews as a part of the selection process.

OPENING OF PROPOSALS

Proposals will be opened and reviewed privately by the Tribe following the stipulated deadline.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on a written, telegraphic, or facsimile request that the Tribe must receive before the time fixed for Proposal opening, provided that written confirmation of any telegraphic or facsimile withdrawal over the signature of the DBC is placed in the mail and postmarked before the time set for Proposal opening. Negligence on the part of DBCs in

preparing their Proposals confers no right of withdrawal or modification of their Proposals after such Proposals have been opened.

WAIVER

In submitting the DBC's Proposal, the DBC agrees that the DBC waives any claims it has or may have against the Tribe, the Tribal Council, and the Tribe's employees, officers, agents, and representatives in connection with or arising out of this RFP, including the administration of the RFP, the evaluations of the Proposals, the selection of the DBC, and any disclosure of information regarding the Proposals or assessments. The Proposal submission indicates the DBC's acceptance of the evaluation technique described in this RFP.

EXPERIENCE AND QUALIFICATIONS

DBC's may be required, upon request of the Tribe, to prove, to the satisfaction of the Tribe, that the DBC has the skill, experience, necessary facilities, ample financial resources and can meet the requirements of a responsible DBC to perform the contract in a satisfactory manner within the required timeframe.

TIME OF COMPLETION

The DBC shall furnish the Tribe with a schedule of dates for completion of the work no later than fourteen (14) days after the execution of the contract.

NON-DISCLOSURE

The Tribe is not required to disclose contracts, Proposals, or other documents to any DBCs or third parties. All such materials are considered confidential and all requests for access to these materials will be declined. DBCs must keep any discussions or contact with the Tribe regarding this RFP and contract negotiations strictly confidential. They shall not disclose such information to any third party. All DBCs are expected to maintain the confidentiality of all materials and correspondence with the Tribe, regardless of whether or not any actual business is conducted.

SELECTION NON-BINDING

The selection by the Tribe of a DBC indicates only the Tribe's intent to negotiate with the DBC, and the selection does not constitute a commitment by the Tribe to execute a final agreement or contract with the DBC. DBCs, therefore, agree and acknowledge that they are barred from claiming to have detrimentally relied on the Tribe for any costs or liabilities incurred due to responding to this RFP.

INCURRED EXPENSES

The Tribe will not be responsible for any costs incurred by any DBC in the preparation and submittal of a Proposal. DBCs are solely responsible for the cost of preparing their Proposals.

QUESTIONS AND INTERPRETATIONS

All questions regarding this RFP must be directed by email to:

Derrick Belone
dbelone@mechoopda-nsn.gov

The Tribe requests explicitly that DBCs restrict all contact and questions regarding this RFP to the contact person identified above. The Tribe will not be bound by any interpretations, oral discussions, or specifications provided by any other person who has been contacted. The Tribe will circulate to DBCs and record all questions and responses without identification of any DBC who has provided questions.