



Request for Proposals Phase 1 Hoh Highlands Project

Date of RFP Release: May 2, 2023

Last Date for Questions: May 19, 2023

Proposal Due Date: 5:00 pm May 26, 2023

In accordance with HOH INDIAN TRIBE competitive sealed proposals process for the services specified, proposals will be received by the HOH TRIBE at the address listed below. Proposals must be submitted on or before on or before to the date and time indicated to be considered. Late proposals will not be considered.

The Hoh Indian Tribe is requesting proposals from qualified contractors to serve as the Owner's Representative on the Progressive Design-Build delivery of a complete infrastructure project. The Hoh Tribe is developing a new housing and infrastructure area outside of the Tsunami and Flood Hazard Zones in Forks, Washington.

The scope of work shall include all necessary and required materials, services (including project management), and equipment to meet all applicable, federal, state and local codes. The completed project must be complete and usable and in compliance with all Federal, State and Local codes and regulations regarding infrastructure development codes.

At present, there exists a water line on the property that will supply water to the site. There is only one 200-amp service to the property at this time. Additional power to the site is required into the property and is part of this project.

Scope of Work

The scope of work for this project may include, but not limited to the disciplines of architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, plumbing, fire protection, life safety, value engineering, site development, and project management.

It is required that the design agency complete a thorough analysis of existing conditions. The work to be performed includes furnishing all labor, services, materials, tools, equipment and incidentals necessary to conduct site assessments, prepare preliminary design drawings, project plans and specifications, construction documentation and technical sections, construction inspection and oversight services (including materials testing) for the installation of identified infrastructure for the new Hoh Highlands area.

1. Design and engineer all site/lot line development (based on guidance from HOH TRIBE), including utilities, which will be underground. In addition to the lot-line development, the design/engineer phase will include the following utilities' design/engineering:
 - a. Water

- b. Sewer
 - c. Power
 - d. Fiber
2. In addition to the design phase, build-out of this project further includes:
 - a. Sewer system
 - b. Drain field
 - c. Streetlights
 - d. Sidewalks (on one side of the street)
 - e. Roadways
 - f. Power drawn to each lot
 3. Contractor will be responsible for arranging delivery of power from Clallam County PUD to the property. Clallam County PUD will be responsible for bringing 3 - phase power to the roadway leading to the property. All of the existing pull boxes on the property are currently 3 - phase boxes.
 4. Once the engineering is complete the Tribal Council will sign off on the design plans.
 5. Clearing and grubbing of the construction area will begin on acceptance of Council of the design plans. At present, there is one road through the property that will have to be widened. The road through the new housing area is two way.
 6. Depending on the design, there might be storm water planning involved, which could be a pump station depending on design.

Submittal Requirements

Project proposal - Interested Proposers must submit **four (4)** separately bound copies of their proposal (binder clips acceptable). One (1) of the four must be an original containing signatures. Proposals must include the following information in the ordered format outlined below. Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

1. Cover Letter
2. Project Understanding and Approach
3. Firm and sub-consultants' qualifications and experience in all phases of the project (sub-contractors must be identified).
4. Project Team, including Project Manager (organization chart and brief biographies & experience of key personnel).
5. Detailed, line-item budget
6. Identification of relevant projects of Project Team and three (3) references
7. Project Schedule, indicating start date to completion of project.
8. Work Plan, which shall provide at minimum detail a description of the following:
 - a. Complete list of regulatory requirements for project
 - b. Planning and Design methodology
 - c. How changes will be addressed, minimized or eliminated
 - d. Planning and Design site visits (beyond initial visit for bidding purposes)
 - e. Consultation with regulatory and permitting agencies
 - f. Obtaining permits (what, where and when)
 - g. Design and engineering services provided (who and qualifications)

9. Design Cost (Architectural, Structural, Mechanical, Electrical, Plumbing, Reimbursable Expenses)
10. Construction Cost
11. Ongoing Maintenance

As this is a congressionally funded project, all stipulations and requirements for federal funding must be met. Contractor is responsible for knowing and adhering to all said requirements, including, but not limited to, the *Buy America* initiative. *Statement of acceptance of these terms and requirements shall be included in Responders Proposal.*

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination. **Site visits can be scheduled with Bob Smith, Hoh Tribe Executive Director at (360) 780-0280 or via the email address indicated below.**

All cost of materials and services provided to complete the project will be contractor's responsibility. *Statement of acceptance and understanding of this term must be included in Responder's proposal.*

All contractors will be licensed, bonded, and insured. All work will be completed to all local, County, State, Tribal, codes. **All subcontractors must meet the same requirements, and will be identified in the Proposal submitted.**

To ensure fairness and avoid misunderstandings, *with the exception of scheduling an initial site visit for bidding purposes*, all communications must be in written format and submitted via e-mail by the due date to bob.smith@hohtribe-nsn.org of this Request for Proposal. Questions must be submitted in writing via email to Bob Smith.

Any verbal communication will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Reservation:

The Hoh Tribe reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the Tribe may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The Tribe reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The Tribe reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The Tribal Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The Tribe reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the Tribe to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the Hoh Tribe.

The Tribe reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The Tribe reserves the right to reject any proposal not accompanied with all data or information required. The Tribe reserves the right to cancel this solicitation, without penalty, at its sole discretion.

License Requirements:

All design and engineering calculations, drawings and specifications must be stamped and signed by registered engineers in the State of Washington with specialty knowledge appropriate for the work being approved. The major components, which are designed and manufactured per US codes and standards including appropriate stamps and labels, must be approved by the Hoh Tribe. All remaining construction activities must be performed by contractors or subcontractors bonded and licensed in the State of Washington. The prime contractor must have all applicable engineering and contractor licenses. However, the Tribe reserves the right to award the Contract to a contractor with another class if the Tribe determines that the license is proper for the work.

Compliance with Applicable Laws:

Contractor agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this contract. Contractor shall ensure that provisions of this clause are included in all subcontracts.

Non-discrimination:

In the performance of this contract, Contractor shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the Federal Civil Rights Act of 1964 (P.L. 88-352), and all the amendments thereto. Executive Order No. 11246 (30 Federal Register 12319) and all administrative rules and regulations issued pursuant to said Acts and Order. Contractor shall likewise require each subcontractor to comply with this clause and shall include in each subcontract language similar to this clause.

Delay In Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the Tribal Executive Director or obtains from the supplier and furnishes to the Executive Director documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the RFP.

Liquidated Damages:

The Proposer agrees that failure to complete work within the time agreed upon between the Tribe and the Proposer per the executed contract will result in damages being sustained by the Tribe. Proposer and Tribe agree that failure to complete the project will result in inconvenience and harm to the citizens of the Hoh Reservation using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the Tribe from having the use of the area. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that **One Thousand Dollars (\$1,000) per calendar day** is the minimum value of such costs to the Tribe and is a reasonable amount that the Proposer agrees to reimburse the Tribe for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Proposer and the Tribe that One Thousand Dollars (\$1,000) per calendar day is the minimum value of the costs and actual damage caused by failure of the Proposer to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Proposer if such delay occurs. Said amount may be reduced by the Tribe if work is sufficiently completed within the allotted time so that the damages are minimized.

The Proposer will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the Tribe or the owner of the utility to provide for installation of the power unless such failure occurs as a result of the Proposer's failure to act; provided, however, that the Proposer shall have given the Tribe and the utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the Executive Director (or person appointed by him to act in his stead) is present, in which case notice shall be given immediately in writing to the Executive Director.

Proposal Delivery:

Deadline for proposal submittal receipt is May 26, 2023 at 5:00 p.m.

Submit proposals in sealed bids identified as Hoh Highlands Project to:

Via Mail:

Bob Smith, Executive Director
Hoh Tribe
PO Box 2196
Forks, WA 98331

Hand Delivery (Proposer to determine enough time for delivery due to remote location of Tribe):

Bob Smith, Executive Director
Hoh Tribe
2269 Lower Hoh Road
Forks, WA 98331