REQUEST FOR PROPOSAL For Elder Village Cottages – Phase II

Project Number: 16-018

November 29, 2016



See Section 5 for required submittal and deadline.

ONEIDA NATION
Engineering Department
P.O. Box 365
Oneida, Wisconsin 54155

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- 9.1 AIA Document B105 modifications
- 9.2 Preliminary House Floor Plans
- 9.3 Site Plan
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1. INTRODUCTION

- 1.1. The ONEIDA NATION, Architect Selection Committee hereby requests proposals from qualified firms to provide design services for the proposed Elder Village Cottages Phase II. Upon receipt of proposals the Selection Committee will review proposals and select a firm based upon the selection procedure identified in section six of this RFP.
- 1.2. The Selection Committee consists of the following individuals: Senior Tribal Architect, the project manager, the project planner, Housing Authority Director, and other representatives from the Oneida Housing Authority.
- 1.3. Questions regarding this RFP should be directed to the appropriate individual listed below, prior to the submittal date.
 - 1.3.1. Questions related to Section 2 Background Information and Section 3 Description of Project should be directed to: <u>Kevin House Project Manager at 920-869-4545</u>; <u>khouse6@oneidanation.org</u>.
 - 1.3.2. Questions related to any other section shall be directed to: <u>Paul J. Witek</u>, <u>AIA Senior Tribal Architect at 920-869-4543</u>; <u>pwitek@oneidanation.org</u>.

2. BACKGROUND INFORMATION

2.1. PROJECT HISTORY: The Oneida Nation has developed a subdivision known as Elder Village near central Oneida and has constructed individual elder houses on some of the lots within the neighborhood. We are continuing to design and construct houses on the existing developed lots.

Oneida Housing Authority (OHA) has funding available from an Indian Housing Development Grant from the United States Department of Housing and Urban Development under the Native American Housing Assistance and Self Determination Act (NAHASDA) to build housing for low to moderate income tribal members.

2.2. TENANT DESCRIPTION: The residents of the Elder Village neighborhood will be tribal member elders only.

3. DESCRIPTION OF PROJECT

- 3.1. GENERAL DESCRIPTION: The scope of this project is to design and construct houses on some of the remaining lots within the Elder Village neighborhood.
 - 3.1.1. The house style will be a cottage style. The Oneida Nation has created a few preliminary designs. The preliminary designs will need to be developed into construction documents. These plans are included in the Appendix.

3.2. PROJECT IMAGE & GOALS:

- 3.2.1. Project Image: The desired image of this particular sub-division should portray a pleasant, inviting place to live while maintaining the rural character of the area and representing subtle aspects of the rich Oneida culture, heritage and traditions.
- 3.2.2. Project Goal: To provide beautiful, comfortable and efficient one level cottage type homes for the elders of the Oneida Nation.
 - 3.2.2.1. Promote "cottage" feel through exterior design complementary to completed homes.
 - 3.2.2.2. Promote comfortable living for the elders by "designing the homes from the inside out" which will allow for efficient use of space for elder's physical needs and capabilities and exposure to natural light.
 - 3.2.2.3. Encourage outdoor activity through orientating the homes to the existing trail network at the rear side of the lots.
 - 3.2.2.4. Promote energy efficiency through environmentally sound technological practices.

3.3. BUILDING DESIGN REQUIREMENTS:

- 3.3.1. The units shall be functional.
- 3.3.2. The units shall be of one story slab on grade construction.
- 3.3.3. The units shall incorporate a storm shelter.
- 3.3.4. All units shall include Accessible elements, utilizing universal design, including but not limited to:
 - 3.3.4.1. No step main entry
 - 3.3.4.2. Lever handle door hardware
 - 3.3.4.3. Large offset lever style deadbolts
 - 3.3.4.4. Easy grip handles on cabinetry
 - 3.3.4.5. Thirty-six inch wide doors
 - 3.3.4.6. Forty-four inch wide corridors
- 3.3.5. Accessible units shall also include:
 - 3.3.5.1. ADA compliant bathrooms with grab bars
 - 3.3.5.2. Smoke/heat detection with audible & visual annunciation
 - 3.3.5.3. Doorbell with audible & visual annunciation
 - 3.3.5.4. Forty-eight inch wide corridors
- 3.3.6. The facility shall have sustainable design features and while we do not intend to pursue a LEED Certification Rating, LEED will be used as a benchmark for evaluating sustainable design features. It is a goal of the Oneida Nation to minimize the environmental impact of its building projects

consistent with our cultural beliefs to respect nature and conserve natural resources. The sustainable design features include, but are not limited to:

- 3.3.6.1. Ecological site design; erosion control, storm water management, light pollution reduction.
- 3.3.6.2. Water efficiency; rainwater harvesting for irrigation, water use reduction.
- 3.3.6.3. Optimize energy performance; utilizing renewable energy sources, maximizing energy conservation.
- 3.3.6.4. Waste reduction; job site recycling, efficient use of materials.
- 3.3.6.5. Materials and resources; durable building envelopes, recycled-content materials, non-toxic materials.
- 3.3.6.6. Indoor environmental quality; pollution reduction, air cleaning, humidity control, daylighting.
- 3.3.7. Use low maintenance, durable materials on exterior and interior.
- 3.3.8. Use radiant in-floor heating and be air conditioned.
- 3.3.9. Energy efficient in order to minimize utility costs. Energy efficient features may include: super insulation, passive solar, active solar and high efficiency mechanical systems.
- 3.3.10. Code compliant, the design and construction of the houses shall conform, or exceed, all codes and restrictions specified by the Oneida Building Code, Oneida Zoning Ordinance and other codes pertinent to the development.
- 3.4. SITE SELECTION: See Site Plans in Appendix.
 - 3.4.1. The Elder Village neighborhood is southwest of the intersection of Hwy 172 and S. Overland Road. It is at the west end of Minoka Hill Drive.

4. SCOPE OF SERVICES

- 4.1. Review of Owner's existing project documentation.
- 4.2. Design Phase Services
 - 4.2.1. Schematic Design
 - 4.2.1.1. Modify existing designs as required to meet the project image, goals, and Owner needs.
 - 4.2.2. Construction Documents (including drawings and specifications)
 - 4.2.2.1. Drawings shall be in a format for residential construction (floor plans, foundation plan, elevations, and typical wall sections).

- 4.2.2.2. Site layout (site utilities connections, paving, building placement on lot, floor elevation, etc.)
- 4.2.2.3. Electrical Floor Plan delineating locations of receptacles, light fixtures, and light switches.
- 4.2.2.4. Specifications shall be in a simplified format for residential construction.
- 4.2.2.5. Bidding will be on a Unit Cost basis, with each house type as a unit.
- 4.2.3. Meetings with project stakeholders as required to finalize designs
- 4.2.4. Cost Estimates
- 4.2.5. Project Schedule
- 4.2.6. Assist with publically bidding project
- 4.3. Construction Phase Services
 - 4.3.1. Construction Administration
 - 4.3.2. Record Drawings
- 4.4. Interior Design Limited to color and finish material selections. Furniture selection by Owner.
- 4.5. Other services:
 - 4.5.1. Colored renderings of each proposed home design.

5. SUBMITTAL REQUIREMENTS

- 5.1. Complete the Proposal Form included in the Appendix.
- 5.2. Your electronic submittal (PDF format) shall be e-mailed no later than (3:30 pm, CDT) on December 21, 2016. Submittals shall be e-mailed to.

Fawn Cottrell, Contract Processor fcottrel@oneidanation.org

And

Kevin House, Project Manager khouse6@oneidanation.org

6. SELECTION PROCEDURE

- 6.1. The completed Proposal Forms will be reviewed for completeness to determine if all submission requirements were met. Failure to submit complete documents may result in the Proposal being rejected. In the event that all Proposals are judged incomplete, the ONEIDA NATION reserves the right to select the Proposal(s) which in its opinion most nearly meets all the requirements of this Request for Proposals.
- 6.2. The completed Proposal Forms will be reviewed and scored by each Selection Committee member. The criteria for scoring are based upon the Proposal requirements identified in paragraph 6.3. The highest scoring firm will be invited to begin the contract award process.
- 6.3. The criteria for scoring are based upon the submittal requirements identified on the Proposal Form with the following relative importance of the criteria:

Criteria	Weighted Score
Proposal Form properly completed	15
Appropriateness of Design Team	20
Related experience of firm/personnel	25
Other representative experience of firm/personnel	20
Related experience with HUD funded projects	15
Related sustainable design experience	25
Indian Preference	22
Proposed Fee	20
Total Possible Score:	162

6.4. All firms submitting proposals will receive a summary of the scoring results.

7. CONTRACT REQUIREMENTS

- 7.1. The selected firm will execute a modified AIA Document B105-2007, Standard Form of Agreement between Owner and Architect. The modifications to the standard document are included in the Appendix.
- 7.2. The firm selected for this contract will be required to obtain an Oneida Vendor's License, prior to being given notice to proceed with the work. The annual fee for the license is due upon application; contact the Oneida Licensing Department at 920-496-5311.
 - 7.2.1. An Oneida Vendor's License is not required for submission.
- 7.3. Oneida Indian Preference Law; basically this law requires contracts entered into by the Oneida Nation must apply Indian Preference for goods and services. Preference is intended to give an advantage to Indian-owned companies and Native American employees in contracting. It is our practice to include Indian

Preference as one of the scored selection criteria. Firms utilizing Indian-owned consultants, employing tribal members, and/or Indian-owned firms will receive scores in the Indian Preference category.

8. SCHEDULE

8.1. The following schedule shall be used for this solicitation (subject to change due to required approvals):

November 29, 2016	Request for Proposals (RFP) issued.
December 21, 2016	Proposals due at Oneida Engineering Department.
December , 2016	Selection Committee reviews Proposals.
January 6, 2017	Notification to firms of selection.
January 23, 2017	Selected firm to receive signed contract and can begin work.
March 17, 2017	Completion of Construction Documents.

9. APPENDIX

Oneida Nation - Modifications to:

AIA Document B105 – 2007 Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

Revised: November 29, 2016

- A.1. In the event of any inconsistency between this Exhibit and any other provision of this Agreement, this Exhibit shall control.
- A.2. Retyping the entire standard document will not be allowed. The standard form may be modified by striking out language and adding underlined new language directly on the preprinted form or in an exhibit.
- A.3. The Owner's requirements for insurance coverage are identified on Exhibit B.
- A.4. Add a paragraph to Article 1 which states: "The Architect shall schedule, complete application for Owner's signature, and submit required documents to the required governmental authorities for plan approval, if required for Project. Cost of plan review fee shall be a Reimbursable Expense."
- A.5. Add a paragraph to Article 1 which states: "Architect shall draft AIA Document A105-2007 contract for construction and incorporate the Owner's modifications to the standard document."
- A.6. Delete Article 3 in its entirety and replace with the following:
 - A.6.1. It is agreed that Drawings, specifications, and other documents created pursuant to this Agreement by the Architect and the Architect's consultants, including all copyright and other intellectual property, in original form and on electronic media, will be prepared for a specific project and are the property of the Owner on completion and acceptance of the project, or upon termination.
 - A.6.2. These documents must be delivered to the Owner as follows: upon completion of services, 30 days; upon termination, 14 days from the date of the notice of termination.
 - A.6.3. The Architect shall be permitted to retain original sketches and copies, including reproducible copies of Drawings and Specifications and electronic media for: information, reference, and submittal for design awards programs, publication in books and architectural journals and archiving in museum collections.
 - A.6.4. The Owner grants Architect a non-expiring license to use standard details and designs that are incorporated in the documents that the Architect normally uses in its course of business, designing and constructing non-related projects. However, said license does not include use of Oneida cultural iconography or symbols on other projects, without the express written permission of the Owner.
 - A.6.5. In the event the Architect's services are terminated prior to completion of services, the Owner shall indemnify and hold the Architect and Architect's consultants harmless from any costs or claims for damages arising out of use of incomplete documents, any

interpretation, revision, alteration or omission to the documents which are not made by the Architect and his consultants. Further, should the Owner reuse the Drawings, Specifications, or other documents, or any part thereof, the seals and certifications of the Architect and Architect's consultants shall be invalid, shall not be used and shall be deleted.

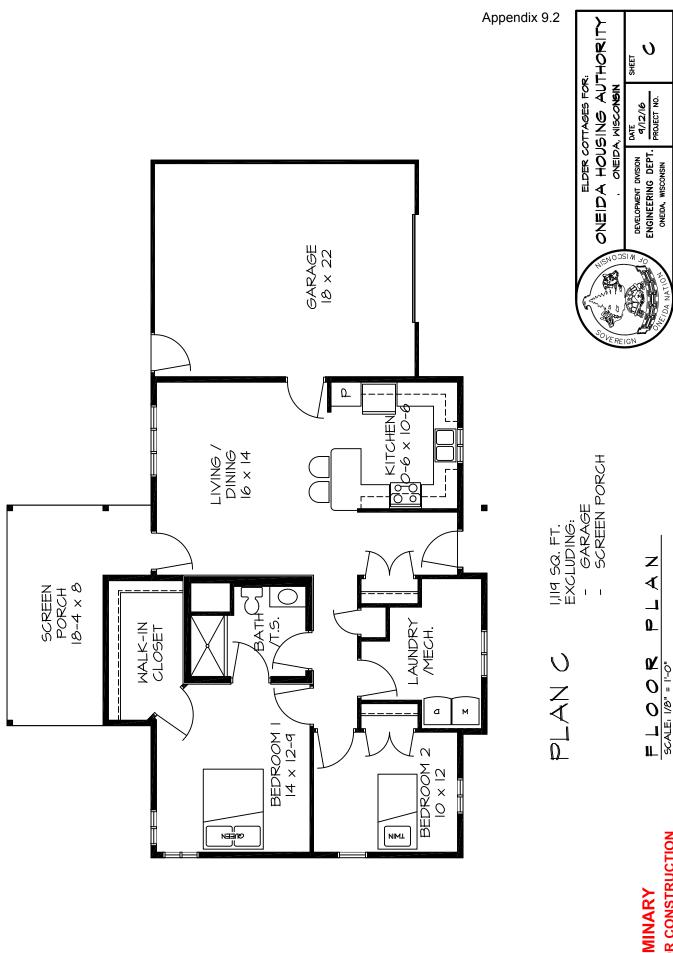
- A.6.6. The Architect shall incorporate the requirements of this Section A.6 in all agreements with its consultants.
- A.7. Add a paragraph to Article 4 which states: "The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause."
- A.8. Add a paragraph to Article 6 which states: "Allowable expenses to be reimbursed to Architect (Reimbursable Expenses) shall be limited to those expenses denoted in paragraph 11.8.1 of AIA Document B104-2007."
 - A.8.1. Total Reimbursable Expenses for this project are not to exceed \$_____.
- A.9. Modify last paragraph in Article 6 by modifying: "...; evaluating changes in the Work and Contractors' requests for ..." to read: "...; evaluating excessive changes in the Work and excessive Contractors' requests for ...".
- A.11. Sustainable Design Services: The Architect throughout each design phase shall make recommendations for and/or incorporate the use of sustainable products and practices throughout the project. Construction waste management will be incorporated into the project specifications.
- A.12. GSA Pricing: The Architect will investigate if selected materials and products are available under the U.S. General Services Administration (GSA) Schedules. Materials and products available with this pricing structure will be identified in the Construction Documents.
- A.13. Facility Operation Services: The Architect shall complete a walk-thru of the project at eleven months after Substantial Completion to identify items requiring correction prior to the warranty expiration. Items identified shall be denoted in a punch list document to be delivered to the Owner. The fee for this service will be billed on an hourly basis for which the fee will not exceed: \$______.

A.14. Dispute Resolution:

- A.14.1. Any claim, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be initially negotiated between the designated project representatives of both parties.
- A.14.2. If negotiation between designated project representatives does not result in a settlement of the matter, it shall be referred to the principal of the architectural firm and the Development Division Director for the Owner, for joint discussion and attempted resolution of the matter.
- A.14.3. Both parties agree that if the matter cannot be resolved by mutual agreement of the principals, the matter will be referred to an alternate dispute resolution process which shall be mediation. Both parties agree that any claim, dispute or other matter in question arising out of or related to this agreement shall not be subject to arbitration. The parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- A.14.4. Mediator shall be selected by and mutually agreed to by both parties. The parties shall share the mediator's fee and any filing fees equally.
- A.14.5. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding on the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation.
- A.14.6. Nothing in this contract will be interpreted as a waiver of Owner's sovereign immunity.
- A.15. The Owner will require the Contractor to submit lien waivers with payment applications; Architect will confirm lien waivers are included in payment application prior to submitting to Owner for payment.
- A.16. Architect shall not be entitled to receive final payment hereunder until Architect has provided such lien waivers, including lien waivers from Architect's consultants, as Owner may reasonably require in connection with Architect's request for payment.
- A.17. The Owner reserves the right to access and audit the architect's accounting records and time sheets relative to the work under and in compliance with, this Agreement. These records shall be preserved by the Architect for a period of three years after final payment.
 - A.17.1. The Owner's right to audit shall extend to any consultants hired by the Architect.

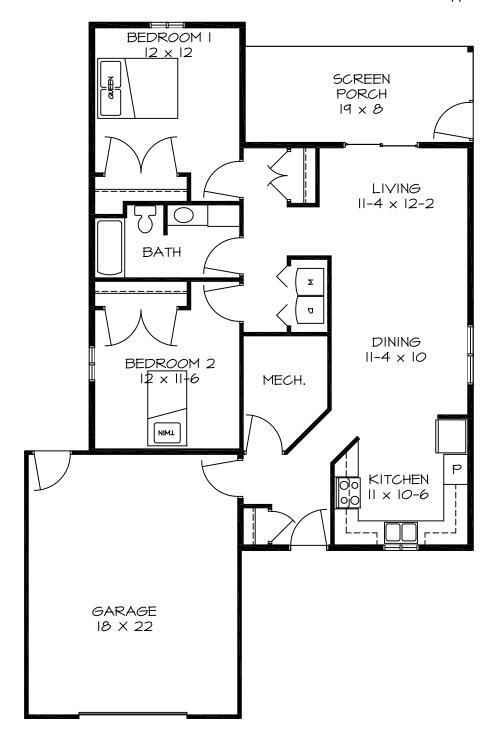
 Architect shall include Owner's audit rights within Architect Consultant agreement.

- A.18. The Drawings and Specifications shall be prepared using reasonable professional care and competence in complying with applicable laws, statutes, ordinances, codes, rules and regulations in force as of the date of the agreement, consistent with Wisconsin Rules of Professional Conduct, chapter A-E 8, reference A-E 8.09(1).
- A.19. Contract Administration will be conducted by the Architect in accordance with SPS 361.40 Supervision, and as defined in S.443.01 (8), Wisconsin Statutes.
- A.20. The Construction Documents must not contain proprietary specifications, unless otherwise approved by Owner. There must be a minimum of three (3) acceptable manufacturers listed for each specification section or a purely performance specification where no specific product is listed.
- A.21. Architect is required to obtain an Oneida Vendors License from the Owner's Licensing Department. Failure to obtain and maintain said license for the duration of this Agreement shall prohibit Architect from receiving payment for services rendered, until such time as the license is obtained.
- A.22. Architect, Architect's consultants and subcontractors shall indemnify and hold harmless the Owner, its affiliates, officers, directors, employees, and agents of each, from and against any and all losses, payments, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, interest or damages (including settlement), including court costs and reasonable attorney's fees, of whatever nature, for injuries, losses, or damages arising out of Architect or Architect's consultants, subcontractors, officers, directors, employees, or agents performance of services under this Agreement.
- A.23. The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or right on any future occasion.
- A.24. The Architect and Architect's consultants will comply with the requirements of *Design Standards & Criteria for Oneida Nation*, *Engineering Department* as supplied by the Owner.
- A.25. The Architect has read the copy of the Oneida Indian Preference in Contracting Law, understands its provisions and their bearing on the Architect's rights and responsibilities, and agrees that such provisions shall govern the Architect's performance of the contract.



NOT FOR CONSTRUCTION **PRELIMINARY**

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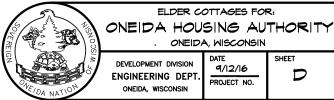


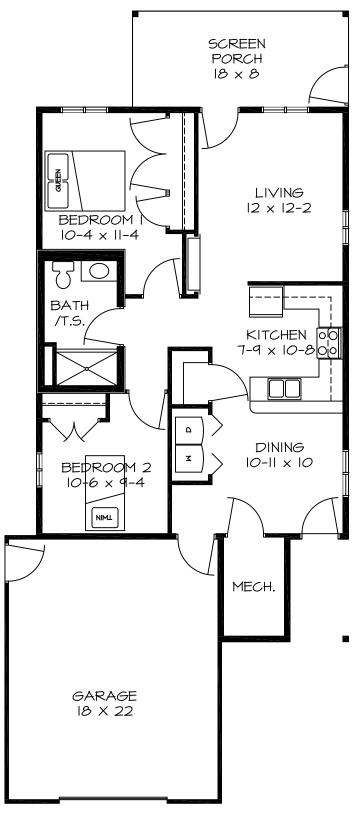
PLAN D

I,II9 SQ. FT. EXCLUDING:

- GARAGE
- SCREEN PORCH

FLOOR PLAN
NOT TO SCALE





PLAN E

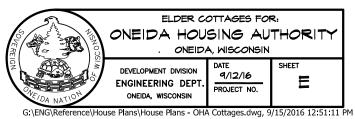
NOT FOR CONSTRUCTION

987 SQ. FT. **EXCLUDING:**

- GARAGE
- SCREEN PORCH

FLOOR PLAN







PLAN F

832 SQ. FT. EXCLUDING:

- GARAGE
- SCREEN PORCH

FLOOR PLAN
SCALE: 1/8" = 1'-0"



ELDER COTTAGES FOR:
ONEIDA HOUSING AUTHORITY

. ONEIDA, WISCONSIN

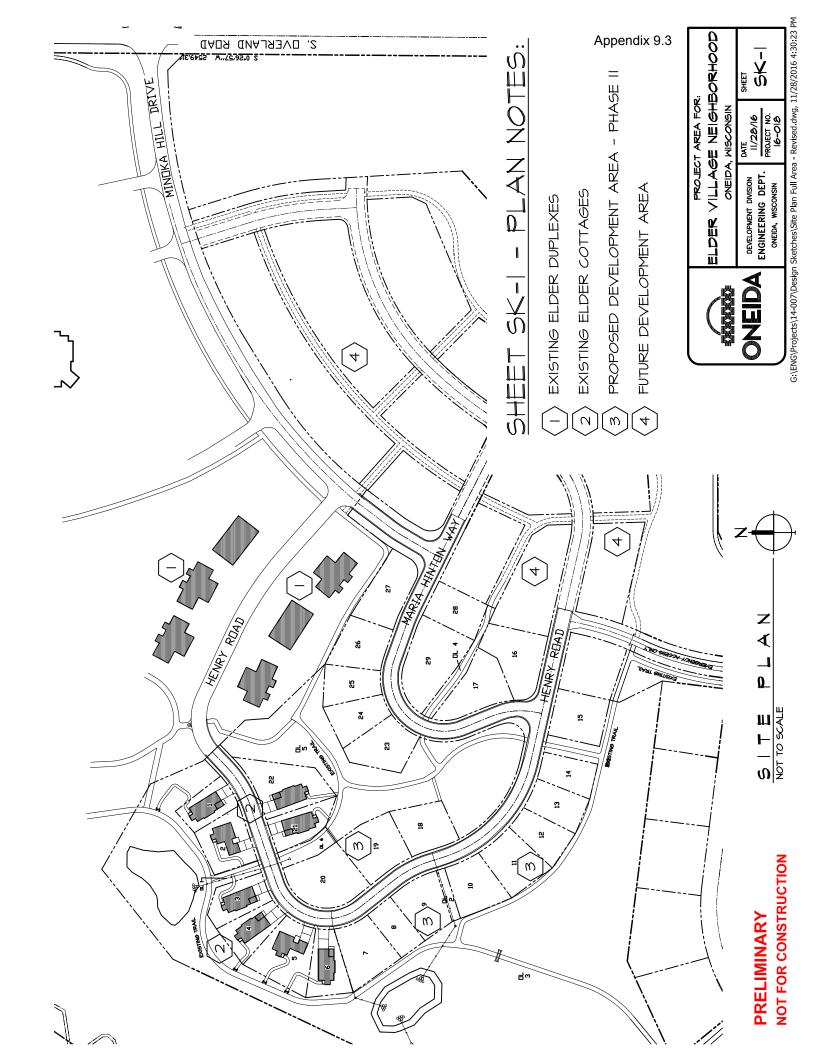
DEVELOPMENT DIVISION
ENGINEERING DEPT.
ONEIDA, WISCONSIN

DATE

9/12/16

PROJECT NO.

12/16 SHEET



Elder Village Cottages - Phase II, CIP #16-018

Proposal Submission Date: Before 3:30 PM on December 21, 2016

Email the completed Proposal Form (as a PDF File) to:

To: Kevin House, Project Manager khouse6@oneidanation.org

Fawn Cottrell, Contract Processor fcottrel@oneidanation.org

Submitted by:				
Company Name:				
Full Address:				
Telephone:				
E-Mail Address:				

1.	 Identify the makeup of the firms on the design team that will be utilized on this project, including any consultants or subcontractors that will be included as part of the design team. If all services will be performed by the submitting firm, check box below. (attach additional sheets if necessary). 			
Firm Name: Name		Name and title of person(s) assigned to project:	Description of services provided:	
			Architectural Design	
			Civil Engineering	
			Structural Design	
			Plumbing Design	
			HVAC Design	
			Electrical Design	
	If all services will be provided by submitting firm check box to right:			

2.	Denote examples of past commissions of the type and scale similar to the present project. Photographic images are encouraged to be included. (attach additional sheets if necessary).		

3.	Denote examples of past commissions emphasizing representative examples of other significant work by the firm. Photographic images are encouraged to be included (attach additional sheets if necessary).

4.	Denote specific knowledge/expertise and experience in working on HUD funded projects. Including knowledge of procurement processes and public bidding (attach additional sheets if necessary).
5.	Denote specific knowledge/expertise and experience in designing sustainable projects. Include examples of past commissions emphasizing work of the type and scale similar to the present project. Identify any LEED accredited professional on the design team. (attach additional sheets if necessary).

6. Identif	Identify the following relative to the Oneida Indian Preference Law (attach additional sheets if necessary):				
a.	a. Denote the total numbers of employees that will be assigned to this project under the contract (including consultant employees) and identify their title. Under Tribal affiliation indicate employees proposed to be assigned to the contract that are: enrolled members of the Oneida Tribe of Indians of Wisconsin, First generation descendants of an enrolled member of the Oneida Tribe of Indians of Wisconsin, or enrolled members of other federally-recognized Indian tribes.				
Number of Positions assigned: Tribal Affiliation (include person		Tribal Affiliation (include person name if tribal):			
Examples:	Examples:	Examples:			
1	ABC Architects - Project Architect	Joe Native – Oneida			
2	ABC Architects - Architectural Drafter	Non-tribal			
1	DEF Engineers – Structural Engineer	Sue American - Menominee			
	DET ETIGITICOTS OUTGOLDER ETIGITICOT	Ode Afficient Wellominee			
	In the box to the left, fill-in the total number of employees assigned under this contract.				

	Oneida Indian Pr	eference Department. Fill in I title of their scope of work	n the table below to include: all fi , and what percentage of the tota	rms included in your
Firm	Name:	Certified Indian-Owned (yes or no):	Scope of Work	Percentage of Work
ABC	mples: Architects Engineers	Examples: No Yes	Examples: Architectural Design Structural Design	Examples: 90% 10%
7.	Identify professional ref	erences (name, address, p	hone number).	

8.	Identify the firms proposed fees for the identified services (fill-in column on right) and attach standard hourly billing rates:		
	Service(s)	Cost Basis	Price (\$)
	Design Phase Services	Fixed Fee	
	Construction Phase Services	Fixed Fee	
	Record Drawings	Hourly Not To Exceed	
	Renderings	Each House Design	
	Reimbursable Expenses	Not to Exceed	
	TOTAL:		
	(Signature - Authorized signing officer)		Date
	(Printed Name and Title)		