

**REQUEST FOR PROPOSAL
For**

ONSS – Accessibility Renovations

Project Number: 17-013

July 12, 2017



See Section 5 for submittal deadline.

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

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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 *ONSS – Accessibility Renovations*. 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, and Facilities Managers.
- 1.3. Questions regarding this RFP should be directed to the appropriate individual listed below, prior to the submittal date.
 - 1.3.1. Questions shall be directed to: Paul J. Witek, AIA - Senior Tribal Architect at 920-869-4543; pwitek@oneidanation.org.

2. BACKGROUND INFORMATION

- 2.1. TENANT DESCRIPTION: Oneida Nation School System (ONSS) includes the elementary school and the high school:
 - 2.1.1. Oneida Nation High School (ONHS) is currently located within the Norbert Hill Center building in central Oneida. ONHS encompasses approximately 48,000 sq. ft. within the building on multiple floor levels. Current enrollment is approximately 130 students.
 - 2.1.2. The Norbert Hill Center building is 144,994 sq. ft. in total size for all tenants.
- 2.2. TENANT DESCRIPTION: Oneida Nation Elementary School (ONES):
 - 2.2.1. ONES is a free standing building located in central Oneida, southwest of ONHS.
 - 2.2.2. ONES is a 160,100 sq. ft. structure.
- 2.3. The majority of funding for the schools comes from the U.S. Department of Interior – Bureau of Indian Education (BIE). The BIE inspects the facilities to identify any code deficiencies and allocates funding under its Minor Improvement & Repair (MI&R) program to allow the schools to address the deficiencies.
- 2.4. PROBLEM STATEMENT: BIE has identified some handicap accessibility deficiencies with both the ONHS and ONES. The deficiencies are only generally described in the listing provided by the BIE and in order to address them, a specific description is needed.

3. DESCRIPTION OF PROJECT

3.1. GENERAL DESCRIPTION: The project would entail identifying the specific handicap accessibility deficiencies and preparing Construction Documents to allow bidding of the corrections.

3.1.1. Both buildings floor plans are included in the Appendix.

3.2. Generally Noted Deficiencies

3.2.1. NHC / ONHS

3.2.1.1. Replace exterior concrete ramp with curb and rails to accommodate ADA requirements.

3.2.1.2. Throughout building – restrooms are not ADA compliant.

3.2.2. ONES

3.2.2.1. Throughout building – restrooms are not ADA compliant.

3.3. SITE LOCATION:

3.3.1. The Norbert Hill Center / ONHS is located at N7210 Seminary Road, Oneida, WI.

3.3.2. The ONES is located at N7125 Seminary Road, Oneida, WI.

4. SCOPE OF SERVICES

4.1. Phase I Services - Report

4.1.1. Review of existing conditions at both the Norbert Hill Center and ONES buildings.

4.1.2. Identification of specific handicap accessibility deficiencies as generally noted in Section 3 of this RFP.

4.1.2.1. Written report denoting specific deficiencies by building and room.

4.1.3. Prepare a fee proposal for Phase II services.

4.2. Phase II Services - Design

4.2.1. Design services for solutions to address the deficiencies identified during Phase I.

4.2.1.1. Construction Documents

4.2.1.2. Bidding assistance

- 4.2.1.3. Construction Administration
- 4.2.1.4. Cost Estimates
- 4.2.1.5. Project Schedule
- 4.2.1.6. Record Drawings
- 4.2.1.7. Meetings with School representatives to review design solutions impact on operations.

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 July 27, 2017. Submittals shall be e-mailed to:

Fawn Cottrell, Contract Processor
fcottrel@oneidanation.org

And

Paul J. Witek, Senior Tribal Architect
pwitek@oneidanation.org

6. SELECTION PROCEDURE

- 6.1. The Proposals 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 Proposals 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	10
Related experience of firm	25
Oneida Experience	15
Indian Preference <ul style="list-style-type: none">- Percentage of employees who are enrolled members- Percentage of work by certified Indian-Owned companies- Lead Firm certified Indian-Owned	22
Total Possible Score:	72

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 B104, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT for a Project of Limited Scope (2007 Edition). 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 points 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):

July 12, 2017	Request for Proposals (RFP) issued.
July 27, 2017	Proposals due at Oneida Engineering Department.
August 7, 2017	Notification to firms of selection.
August 28, 2017	Selected firm to receive signed contract and can begin work.

9. APPENDIX

Exhibit A

Oneida Nation – Modifications to:**AIA Document B104 – 2007****Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope****Revised: Oct. 3, 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 pre-printed form or in an exhibit.
- A.3. Add Clause 3.1.3.1 which states: "The Architect shall schedule, complete application for Owner's signature, and submit required documents to the State of Wisconsin for plan approval. Cost of plan review fee shall be a Reimbursable Expense."
- A.4. Add Clause 3.3.5.1 which states: "Architect shall draft contract for construction utilizing appropriate AIA document and incorporate the Owner's modifications to the standard document."
- A.5. Add Clause 3.4.1.3.1 which states: "The Architect's services shall be substantially completed upon completion and documentation of the walk-thru done eleven months after Substantial Completion."
- A.6. Add Clause 3.4.3.2.1 which states: "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.7. Add Clause 4.1.1 which states: "Civil Engineering: The Architect shall provide civil engineering services. The civil design documents shall illustrate and describe the site utilities, site paving, topography, erosion control plan, and storm water management plan. Architect shall also prepare storm water Operations and Maintenance Plan as described in SPS 382.36(13)."
- A.8. Add Clause 4.1.2 which states: "Landscape Design: The Architect shall provide landscape design services."
- A.9. Add Clause 4.1.3 which states: "Interior Design: The Architect shall provide interior architectural design services. Interior design services shall be limited to finish material and color selection. Furniture, Fixtures and Equipment (FF&E) selections are by Owner."
- A.10. Add Clause 4.1.4 which states: "Record Drawings: The Architect shall prepare Record Drawings which incorporate all changes to the Work after issuance of the Construction Documents, including, but not limited to: addendum, change orders, field orders, sketches and clarifications. Incorporation of these changes shall be made part of Record Drawings and not by referencing other documents. The Record Drawings shall be recorded on electronic media in the format of AutoCAD to be delivered to the Owner as part of the project closeout. Delivery shall be within sixty (60) days of the date of Substantial Completion. Deliverables shall be: two sets of Record Drawings (paper) and one set of

Exhibit A

electronic media. The file names of the electronic media Record Drawings shall match the sheet number of the Construction Documents. The Owner will own all copyright and other intellectual property rights of the Record Documents and electronic media. The fee for this service will be billed on an hourly basis for which the fee will not exceed: \$_____."

- A.11. Add Clause 4.1.5 which states: "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. Add Clause 4.1.6 which states: "Sustainable Design Report: The Architect will complete a report based upon the LEED Project Checklist, to include a narrative of each rating category for all prerequisites and credits, describing how/if the project design would/does comply with the requirements of the credit. The report's table of contents shall match the LEED Project Checklist for content. The report will include an estimated LEED Certification Rating based upon the opinion of the Project Team. The report shall be updated and submitted to the Owner with the documents at the end of the following phases: Design, Construction Documents, and Substantial Completion. A formal LEED Certification Rating from the USGBC will not be pursued for this project."
- A.13. Add Clause 4.1.7 which states: "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.14. Add Clause 4.1.8 which states: "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.15. Delete Sections 7.2, 7.3, 7.3.1, and 7.4 in their entirety and replace with the following:
 - A.15.1. 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.15.2. 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.15.3. 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.15.4. 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

Exhibit A

not include use of Oneida cultural iconography or symbols on other projects, without the express written permission of the Owner.

A.15.5. 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.15.6. The Architect shall incorporate the requirements of this Section A.15 in all agreements with its consultants.

A.16. Modify Subparagraph 8.1.1 by deleting the word "binding".

A.17. Delete Paragraph 8.2 in its entirety and replace with the following:

A.17.1. 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.17.2. 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.17.3. 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.17.4. 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.

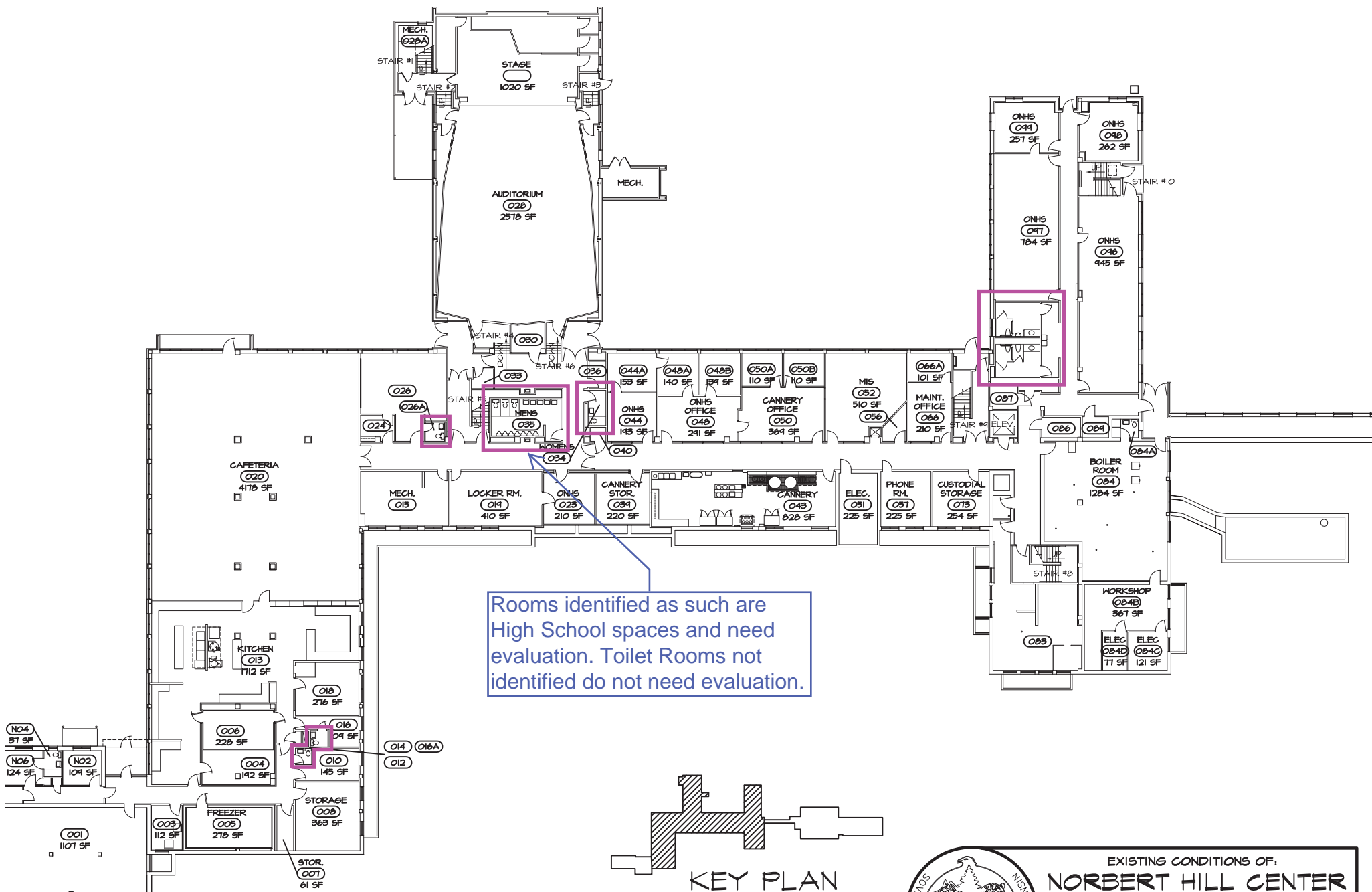
A.17.5. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding on the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation.

Exhibit A

- A.17.6. Nothing in this contract will be interpreted as a waiver of Owner's sovereign immunity.
- A.18. Delete Paragraph 8.3 in its entirety.
- A.19. Delete Paragraph 9.7 and replace with the following: "Termination Expenses are in addition to compensation for services of the Agreement and shall be computed as ten (10) percent of the compensation earned to the time of termination."
- A.20. Modify Paragraph 10.1 by deleting all the words after "located".
- A.21. Delete Second sentence of Paragraph 11.7 and replace with: "The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be fixed for the duration of the Agreement."
- A.22. Add Subparagraph "11.8.3 Total Reimbursable Expenses for this project are not to exceed \$_____."
- A.23. Modify Subparagraph 11.10.3 by deleting the words "in a binding dispute resolution proceeding."
- A.24. Add Subparagraph "11.10.5 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.25. 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.25.1. 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.26. The parties agree that payment will be made on a monthly basis for work completed per phase as per Article 11 and shall not exceed the percentages established for each phase. No payment will be made or work begun regarding succeeding project phases until approval is given in writing for the current phase of the Project.
- A.27. No payment will be made to the Architect, nor may the Architect begin work on the Construction Document Phase until approval is given for the Design Phase by the appropriate body under tribal law. Further, that no breach of contract occurs if approval is not granted, and no damages occur as a result of denial of approval by the Owner.
- A.28. 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.29. 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.

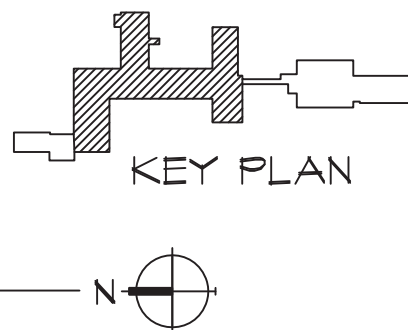
Exhibit A

- A.30. 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.31. 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.32. 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.33. The Owner's requirements for insurance coverage are identified on Exhibit B.
- A.34. 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.35. The Architect and Architect's consultants will comply with the requirements of *Design Standards & Criteria for Sovereign Oneida Nation Of Wisconsin, Engineering Department* as supplied by the Owner.
- A.36. The Architect has read the copy of the Oneida Indian Preference 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.

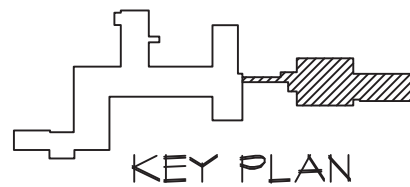
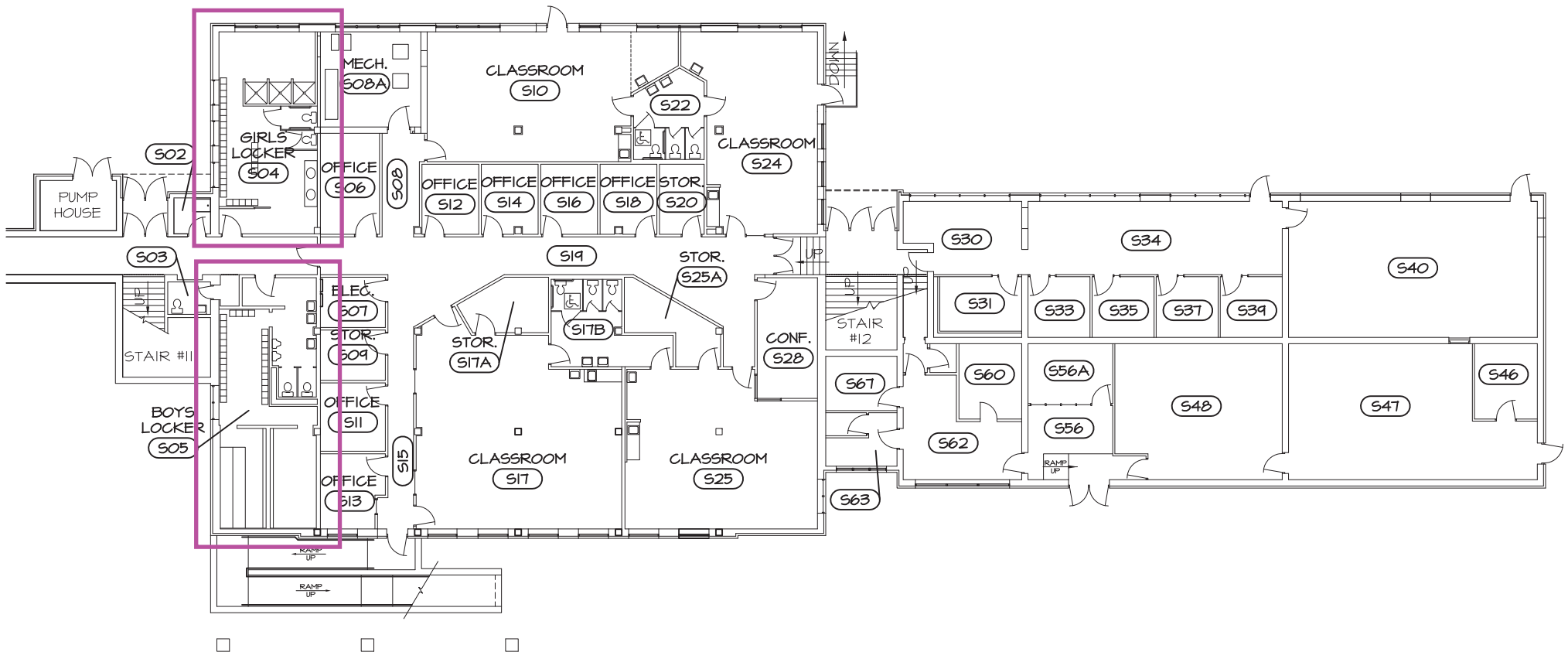


PRELIMINARY
NOT FOR CONSTRUCTION

PARTIAL
BASEMENT PLAN
NOT TO SCALE



EXISTING CONDITIONS OF:		
NORBERT HILL CENTER		
ONEIDA, WISCONSIN		
DEVELOPMENT DIVISION ENGINEERING DEPT. ONEIDA, WISCONSIN	DATE <u>10/03/14</u> PROJECT NO.	SHEET B1 OF 3



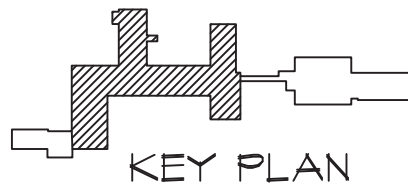
PARTIAL
BASEMENT PLAN
NOT TO SCALE



PRELIMINARY
NOT FOR CONSTRUCTION



EXISTING CONDITIONS OF: NORBERT HILL CENTER ONEIDA, WISCONSIN		
DEVELOPMENT DIVISION ENGINEERING DEPT. ONEIDA, WISCONSIN	DATE 1/09/17 PROJECT NO.	SHEET BS OF 3

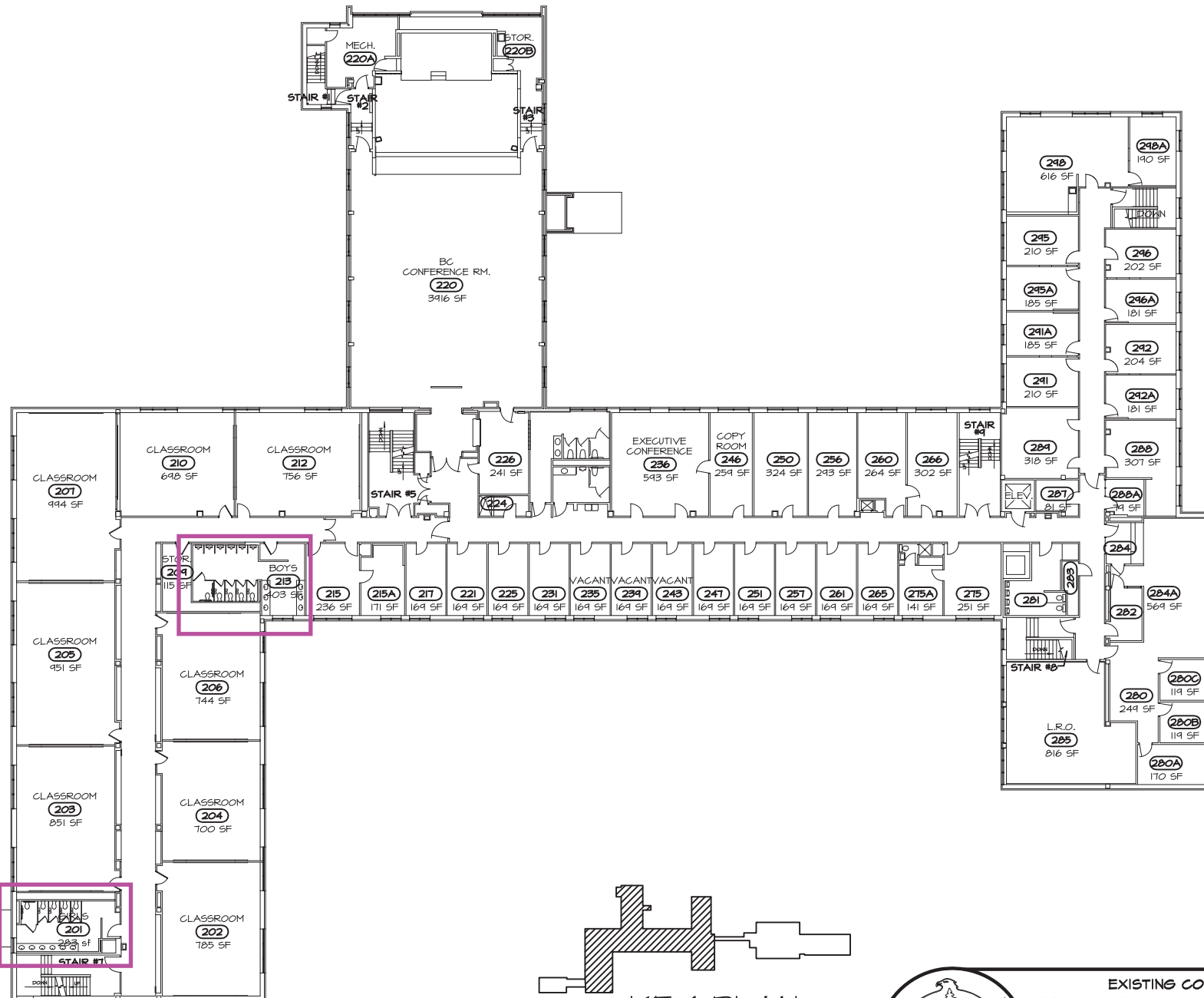


PRELIMINARY
NOT FOR CONSTRUCTION

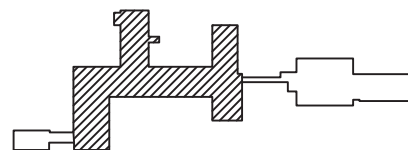
FIRST FLOOR PLAN
NOT TO SCALE



EXISTING CONDITIONS OF: NORBERT HILL CENTER ONEIDA, WISCONSIN		
DEVELOPMENT DIVISION ENGINEERING DEPT. ONEIDA, WISCONSIN	DATE 1/05/11 PROJECT NO.	SHEET 1 OF 3



PARTIAL
SECOND FLOOR PLAN
NOT TO SCALE



KEY PLAN

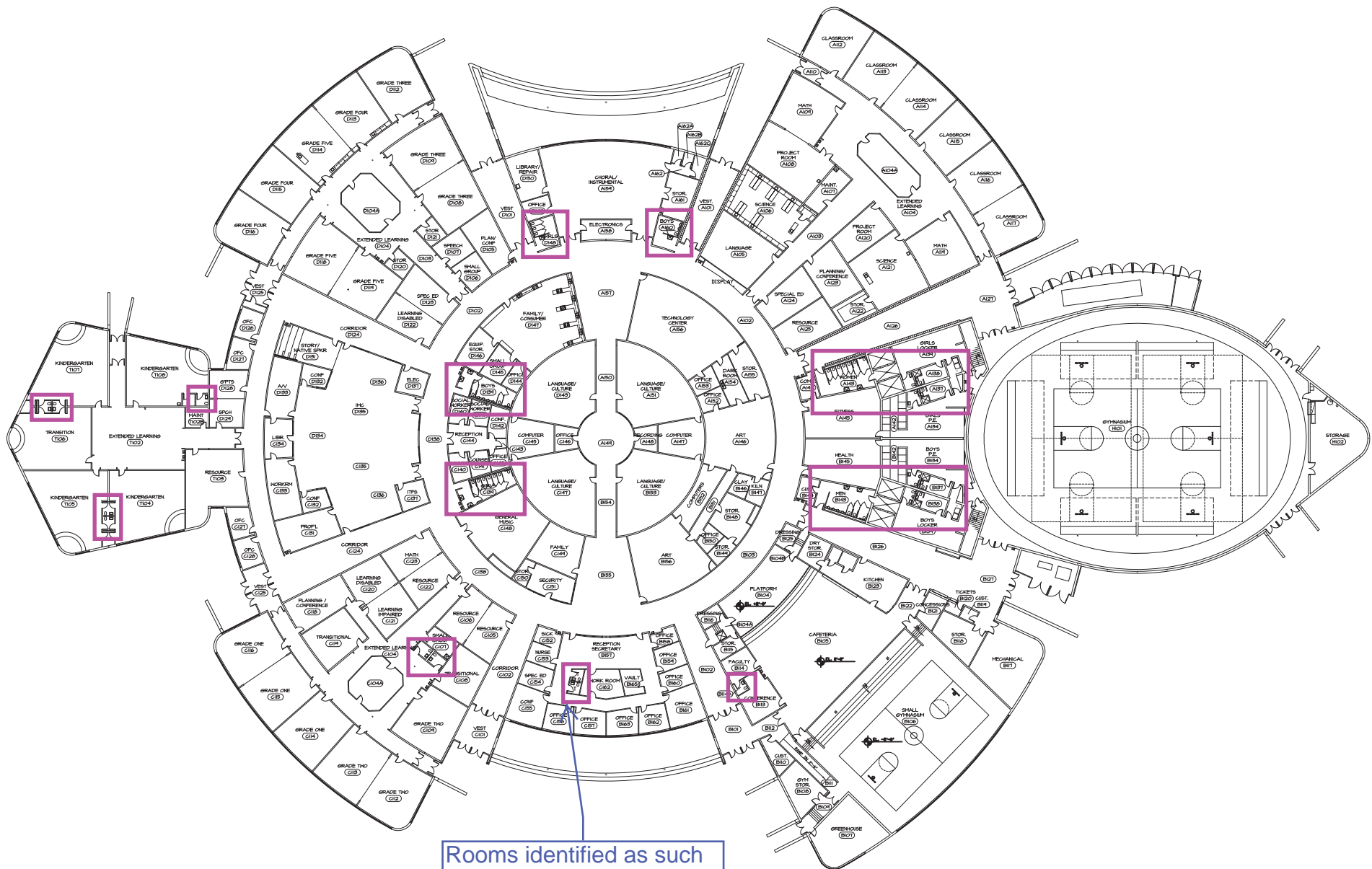


EXISTING CONDITIONS OF:
NORBERT HILL CENTER
ONEIDA, WISCONSIN

DEVELOPMENT DIVISION
ENGINEERING DEPT.
ONEIDA, WISCONSIN

DATE
5/18/10
PROJECT NO.

SHEET
2
OF 2



PRELIMINARY
NOT FOR CONSTRUCTION

FLOOR PLAN
NOT TO SCALE 160,100 S.F.



EXISTING CONDITIONS OF: ONEIDA NATION ELEMENTARY SCHOOL ONEIDA, WISCONSIN		
DEVELOPMENT DIVISION ENGINEERING DEPT. ONEIDA, WISCONSIN	DATE <u>3/15/06</u> PROJECT NO.	SHEET <u>1</u> OF 1

Oneida Nation - Engineering Department
Proposal Form

Appendix 9.4

ONSS – Accessibility Renovations, CIP #17-013

Proposal Submission Date: **Before 3:30 PM on July 27, 2017**

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

To: Paul J. Witek, Senior Tribal Architect
pwitek@oneidanation.org

Fawn Cottrell, Contract Processor
fcottrel@oneidanation.org

Submitted by:

Company Name:

Full Address:

Telephone:

E-Mail Address:

Oneida Nation - Engineering Department

Proposal Form

Appendix 9.4

ONSS – Accessibility Renovations, CIP #17-013

1.	Denote examples of past commissions of the type and scale similar to the present project. (<i>attach additional sheets if necessary</i>).
a.	Specifically identify ADA Accessibility Studies/Work Completed by the firm(s).

Oneida Nation - Engineering Department
Proposal Form

Appendix 9.4

ONSS – Accessibility Renovations, CIP #17-013

2.	Has your firm previously completed a construction contract for the Oneida Nation? (Yes or No)?
	If Yes, List projects and year completed (<i>attach additional sheets if necessary</i>).

Oneida Nation - Engineering Department Proposal Form

Appendix 9.4

ONSS – Accessibility Renovations, CIP #17-013

3.	Identify the following relative to the Oneida Indian Preference Law (<i>attach additional sheets if necessary</i>):	
	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 Nation, First generation descendants of an enrolled member of the Oneida Nation, or enrolled members of other federally-recognized Indian tribes.	
Number of Positions assigned:	Firm Name & Position Title:	Tribal Affiliation (include person name if tribal):
<i>Examples:</i> 1 2 1	<i>Examples:</i> ABC Architects - Project Architect ABC Architects - Architectural Drafter DEF Engineers – Structural Engineer	<i>Examples:</i> Joe Native – Oneida Non-tribal Sue American - Menominee
	In the box to the left, fill-in the total number of employees assigned under this contract.	

Appendix 9.4

[illegible]

Oneida Nation - Engineering Department
Proposal Form

Appendix 9.4

ONSS – Accessibility Renovations, CIP #17-013

5.	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 (\$)
	Phase I Services - Report	Hourly Not To Exceed	
	Reimbursable Expenses (for report phase)	Not to Exceed	

(Signature - Authorized signing officer)

Date

(Printed Name and Title)