



*nəx<sup>w</sup>qíyt nəx<sup>w</sup>s'káyəmí*  
**PORT GAMBLE S'KLALLAM TRIBE**

**Request for Submittals (RFQ/RFP) for**

**Progressive Design-Build Services**

**PGST Administration Campus  
Redevelopment Project**



**RFQ Release Date:** April 13, 2026

**Deadline for Submittal of Response to RFQ:** May 15, 2026

**Mandatory In-Person RFQ/RFP Site Meeting:** April 27, 2026

## **1.0 RFQ/RFP CONTENTS**

### **1.1 RFQ/RFP Documents**

The following documents are part of the RFQ/RFP;

Attachment 1: PGST Design & Construction Standards Policy

Attachment 2: 2025 Administrative Master Plan

Attachment 3: Progressive Design Build Sample Agreement DBIA 544

Attachment 4: General Conditions to the Design-Builder Agreement DBIA 535

Attachment 5: Proposal Fee Form

Attachment 6: Designation of Subcontractors List

Attachment 7: Non-Collusion Declaration

Attachment 8: Payment Bond

Attachment 9: Performance Bond

Attachment 10: PGST's Insurance Requirements

Attachment 11: Tribal/Indian Preference

Attachment 12: PGST Tribe Strategic Energy Plan

Attachment 13: Project Area Map

Attachment 14: PGST Independent Contractor Contract

## **2.0 Introduction**

### **2.1 Seeking Progressive Design-Build Entity (PDB)**

Port Gamble S'Klallam Tribe (Tribe)(PGST) is seeking responses to its Request for Qualifications (RFQ) from qualified Progressive Design-Builders (which may include joint ventures) to provide comprehensive design and construction services for PGST Administration Campus Redevelopment Project. The Design-Build project will implement notable site development components as defined in the recently adopted PGST Administrative Campus Master Plan update (2025); those components include a *new Administration Building, Gym, Community Center, a subterranean garage, parking lot, and open space amenities* – also see Section 2.3 herein. The Tribe intends to select a Progressive Design-Build (PDB) team—comprising a general contractor, architect, civil and structural engineer, cost estimator, and key subconsultants. The PGST will evaluate RFQ

responses based on criteria and process listed in section 9.0. Note: all proposal teams shall attend the Mandatory In-Person RFQ/RFP Meeting as defined in Section 6.2.

The Project will be delivered using a progressive design-build method with three phases: Phase 1 Project Kick Off, Phase 2 Preconstruction Services and Phase 3 Construction Services, all phases would be procured under a single contract.

- Phase 1 – Project Kick Off: This phase begins at contract award with the procurement of the PDB team for the entire project. Work items for this phase would include “validation” of the Tribe’s utilities, making sure we have enough capacity or build more if needed, further programming of the buildings beyond initial concept design shown in the 2025 Master Plan, cost estimating/budgeting and project scheduling, and beginning initial schematic design.
- Phase 2 - Preconstruction Phase: This phase focuses on collaboratively advancing the design to meet Tribe’s budget and program goals. The Tribe and PDB team will work together in an open-book environment to refine scope, schedule, and cost estimates, culminating in the establishment of a Guaranteed Maximum Price (GMP).

*\*\*Note: The PGST is a Federally Recognized Tribe and sovereign nation; the project development site is located on the PGST Reservation and exempt from Kitsap County land use and zoning regulations/permitting process, whereas future street connections to Little Boston Road may necessitate a County Roadway Approach permit.*

- Phase 3 - Construction Phase: Upon acceptance of the GMP and execution of the Phase 2 contract amendment, the project will transition into construction. This phase encompasses completion of the remaining design details, procurement of trade partners, and execution of all construction activities in alignment with the agreed schedule, budget, and quality standards. The PDB team will continue to collaborate closely with Tribe to maintain transparency and control through construction completion and turnover.
- Tribe Flexibility: The Tribe is not obligated to proceed into the Phase 3 construction phase if agreement on the GMP, schedule, scope and character of the Project, or completion date cannot be reached. In such case, the Tribe retains full ownership of all work products and electronic files produced during Phase 1 and 2 and may utilize them for subsequent procurement or project completion by others.

Should Port Gamble S’Klallam Tribe choose to cancel the negotiations, upon failure to reach agreement on a GMP Amendment to complete the Work, such cancellation will be effective upon issuance of written notification to the Progressive Design-Builder. In such case, the Progressive Design-Builder will not be reimbursed for time and effort related to the GMP negotiations.

## **2.2 PGST's Mission Statement**

The mission of the Port Gamble S'Klallam Tribe is to exercise sovereignty and ensure self-determination and self-sufficiency through visionary leadership. The Tribe will ensure the health, welfare, and economic success of a vibrant community through education, economic development, preservation, and protection of the rich culture, traditions, language, homelands, and natural resources for our Tribe.

## **2.3 Progressive Design-Build Project Description**

Starting in early 2024 and continuing through Spring 2025, the PGST completed a comprehensive planning initiative aimed to define their long-term space needs, desired amenities, and the future spatial arrangement for the Administrative Campus. That process resulted in a council adopted Master Plan (PGST Administrative Campus Master Plan, May 2025). The Master Plan addresses the Tribe's current and projected facility space needs, constrained parking supply, and need for more quality community gathering areas. Notably, the Master Plan capitalizes on new-found opportunities along the Bluff overlooking Port Gamble Bay and underutilized land on the northeast limits of the Campus. Using this Masterplan as a guideline, the Tribe envisions a comprehensive redevelopment of its existing campus to address growing operational and programmatic needs. The following list encompasses the PGST Administrative Campus Redevelopment project:

Demolition – The existing Administrative Building, Gym, Natural Resources Building and Food Bank will be demolished to make space for the new structures: Community Center, Gym, and Administration Building with a subterranean garage.

Administration Building – The existing Administration building will be replaced with a new building envisioned as a two-level structure to house the administrative offices, dedicated Council Chambers, and indoor gathering spaces.

Parking/Subterranean Garage – The existing parking lots will be reconfigured around the three new buildings to maintain parking capacity. A subterranean garage is planned beneath the Administration Building and reserved mainly for PGST staff and Tribal Council. Parking throughout the administrative campus will be redeveloped for additional parking capacity.

Gym and Community Center - The existing gym and kitchen areas will be replaced with two new facilities. The new Gymnasium will be three levels including a new court, locker rooms and storage in the lower level; entry, concessions, and spectator seating on the first level;

and a fitness center and walking/running track on the upper level. The new Community Center will be two levels including an Events Center, offices, a community kitchen, and restroom facilities on the first floor; and classrooms for youth enrichment programs and similar space on the upper floor.

Village Commons / Gathering Spaces – A Village Commons is planned as an open space amenity between the existing Elders Center and the planned Administration Building, Gym, and Community Center. The Commons terminates at the Bluff as an Overlook Plaza and a planned playground/splash pad serve as an anchor to the east.

Realignment of Campus Utilities and Supportive Utilities – Utility infrastructure has been installed over time that has resulted in a haphazard network of underground pipes, overhead service lines, and fragmented stormwater management facilities. Some of this infrastructure exists within future development sites that necessitate lines relocation. There is opportunity to refine the Campus’s utility infrastructure to better accommodate future development projects and facilitate maintenance and repair. The 2025 Master Plan includes a planning-level utilities and stormwater management assessment that can be used as starting point for this Design-Build project.

PGST Energy Resilience and Capacity Building – The Tribe would also like to take this opportunity to implement the Tribe’s Strategic Energy Plan-December 2025 (Attachment 12). The Tribe recognizes the need to take action to reduce the harmful impacts of severe weather and enhance the energy independence and resilience of its community. The main goal would include transforming energy systems on as it applies to this project to work towards achieving energy independence by including options such as renewable energy generation, battery storage, microgrids, and fleet electrification.

The Project will present challenges that will require demolition of existing and construction of new buildings, utilities, parking, common areas, on an existing site with other administrative facilities in operation. It is anticipated that the facilities (outside of the buildings to be removed) will remain operational and functional to the maximum extent possible during construction. The PDB Team will have control over a designated portion of the Administration Campus Redevelopment site during construction, and the work may be required to be phased. However, PGST desires that the project be delivered all at once. The surveying, hazardous material design/abatement, geo-technical exploration/report and demolition activities for the existing building and site will be performed under the Design-Build contract. The 2025 Master Plan includes a Regulated Building Materials (RBM) report

with planning-level recommendations to achieve a safe and environmentally friendly demolition process that involves asbestos and other hazardous materials.

## **2.4 Progressive Design-Build Project Objectives**

The Tribe is seeking a qualified and collaborative Progressive Design-Build Entity (PDB team) to perform this work, while optimizing cost, schedule, with minimal impact to adjacent facilities. The selected PDB team will be expected to align with the following core objectives:

### Objective 1. Expanded Programmatic Capacity

The redeveloped campus must accommodate expanded gym and community center, administrative building, and parking improvements, while optimizing circulation between functions. The design should also account for future scalability to meet evolving service demands across the Tribal Campus.

### Objective 2. Cost Effectiveness and Best Value

The PDB team is expected to bring forward creative, cost-conscious solutions which leverage value engineering, open-book cost modeling, and collaborative decision-making to achieve best value.

### Objective 3. Integrated Design and Construction Process

Under the progressive design-build approach, the PDB team will work collaboratively with the Tribe to refine program requirements, advance design to establish a Guaranteed Maximum Price (GMP), and transition seamlessly into construction. This integrated process should align design progression with budget, schedule, and operational priorities.

### Objective 4. Collaborative and Transparent Team

A culture of strong communication and a transparent working relationship are critical to success. The PDB team must demonstrate proven experience with progressive design-build delivery, public-sector facilities, and previous experience working with Tribes. A commitment to proactive problem-solving and integrated stakeholder engagement is essential.

It is anticipated that phase 1 Project Kick Off will begin in Summer of 2026, then moving to phase 2 in the Spring of 2027, and phase 3-building construction in 2028 to allow occupancy of the new facility in 2030. PGST will rely on the PDB team to propose a final workable project schedule.

## **2.5 Progressive Design-Build Project Priorities**

Port Gamble S’Klallam Tribe has six community priorities that have driven the need for the new Project.

### Priority A. Enhance the Campus as a center piece of community life

The Administrative Campus serves as the center of community gatherings, services, and government operations. As the Campus evolves, it will continue to serve as the central hub for community life and reserved primarily for the S’Klallam people for at least the next 50 years.

### Priority B. Create additional capacity for PGST departments and services

The Campus is nearing its capacity to accommodate the myriad of department and service functions. There is both a need and opportunity to construct additional facilities to accommodate the PGST’s growing space needs.

### Priority C. Create a wide variety of quality and multi-functional community gathering spaces

The Administrative Campus is a beloved destination for community gatherings, social events, ceremonies, and civic activities. As the Campus evolves, there is a strong desire to create additional community gathering spaces to accommodate a wide variety of events, traditions, and recreational activities.

### Priority D. Perform modal transportation enhancements that serve a variety of users

The Campus provides both roadway and trail connections to the surrounding PGST neighborhoods and other service areas, yet the Campus is constrained in its ability to accommodate current vehicle use demand. There are needs to create additional parking capacity, improve site circulation, maintain or increase pedestrian safety, and to strengthen pedestrian/bicycle connections to accommodate a wider variety of travel modes and user preferences.

### Priority E. Celebrate and showcase the S’Klallam Culture, History, and People

The S’Klallam people have occupied the region for millennia and there is strong PGST pride in its culture, history, and their way of life – these aspects are showcased across the community today. As the Campus evolves with new facilities and gathering spaces, there is priority to incorporate S’Klallam culture and history through art, language-use, architecture, signage, and traditional plantings into those site features. Please note that Art will be included as part of this project, and the selected Progressive Design-Builder will be expected to coordinate with the selected artist, or artists.

### Priority F. Connect the Campus to the natural environment

The natural environment is held near to the hearts of the S’Klallam people. The Administrative Campus is nestled between forested hillsides and the Bluff overlooking Port Gamble Bay and the Olympic Mountains. There is a strong community desire to maintain (and strengthen) the Campus’ connection to the natural environment through land enhancement, trail connections, passive gathering areas, and resource protection.

### **3.0 Receipt of RFQ/RFP**

Proposals must be submitted electronically (in PDF digital format) to the Port Gamble S’Klallam Tribe Attention:

Abigail Welch, Project Manager, at [awelch@pgst.nsn.us](mailto:awelch@pgst.nsn.us).

Please ensure that all files are under 15MB. It is the responsibility of the proposer to submit a complete and compliant response that can be readily received by the Tribe prior to the posted deadline.

Proposers are responsible for obtaining all changes to the RFQ-RFP, addenda, other project notifications, and documents during the RFQ-RFP. An RFQ-RFP response and submission is invalid if the Proposer has not deposited it at the designated location prior to the time and date for receipt of responses indicated in this Notice of Request for Qualifications and Proposal or prior to any addendum extension thereof.

Proposals submitted thereafter will be considered non-responsive and will be rejected. There will not be a public opening and reading of the Proposals. The Tribe will open the proposals at its convenience and will evaluate them based on the selection criteria specified herein.

### **4.0 Project Funding**

The 2025 Administration Campus Master Plan update estimated that the cost of the project will be \$78,150,000. The Tribe anticipates that the project budget will be somewhere in the range of that estimate. The Tribe also understands that the project cost could be more than estimated.

The Tribe has budgeted \$500,000 for the Phase 1 Project Kick Off, with the intent of establishing the progressive design/build team and commencing the limited scope of work for this stage as discussed in section 2.1. The Tribe has a flexible budget and are looking for a high-quality Team with experience, not just a contractor.

Concurrent with Phase 1 Project Kick Off, the Tribe will be developing a funding plan to secure full funding for the project as the project scope and definition is resolved through

the progressive design/build process. Additional funding sources that may contribute to the project include federal 105(l) lease revenues through the Bureau of Indian Affairs, commercial financing, Tribal funds, and grant dollars.

PGST anticipates that the project will be subject to Davis-Bacon wage requirements. Materials and services delivered to the Reservation are not subject to sales or business taxes. As funding becomes available, the Owner reserves the right to increase or decrease the Guaranteed Maximum Price (GMP) budget and Total Project Cost.

#### **4.1 Project Documents**

4.1.1. Program Documents. It is the intent of the Tribe that the work be performed by the Progressive Design-Builder as part of the Project and the Project shall be designed and constructed in accordance with Resolution No. 23-P-073 PGST Design and Construction Standards Policy (Attachment 1).

4.1.2. 2025 Administration Master Plan. Starting in early 2024 and continuing through Spring 2025, the PGST completed a comprehensive planning initiative aimed to define their long-term space needs, desired amenities, and the future spatial arrangement for the Administrative Campus. The Administration Master Plan was adopted by the Tribal Council and will provide guidance for location of improvements made under the Project as well as conceptual architectural programming and design. The PGST expects the Design-Building project to closely align with the site programming and design concepts depicted in the 2025 Master Plan (Attachment 2 and 2A).

#### **4.2 Project Requirements**

4.2.1. The estimated direct construction cost (for purposes of fee proposal calculation) is \$78,150,000.

4.2.2. The Tribe will withhold five percent (5%) retention from all Phase 3 or early work package payments for work performed.

4.2.3. Liquidated damages will be determined as part of Phase 3 contract negotiation process. The anticipated completion date for Phase 1 of the Project is February 2027, with Phase 2 TBD depending on project phasing as agreed to by the Tribe and PDB.

4.2.4. The Progressive Design-Builder team (including contractors) must have a business license for the State of Washington.

4.2.5. The architect and engineers must be licensed in the State of Washington.

#### **5.0 Scope of Progressive Design-Build Entity's Services**

### **5.1. Contract Scope of Work**

The specific scopes of work to be performed by the Progressive Design-Builder during the Project Kick-off phase, Pre-Construction Services phase and the Construction Services phase are summarized below. The Tribe will use their Independent Contractor Contract Form (Attachment 14) in addition to utilizing a modified DBIA 544 Standard Form (Attachment 3) Progressive Design Build Agreement, with DBIA 535 Standard Form of General Conditions (Attachment 4) to provide the terms and conditions under which this project will be performed. The Progressive Design-Builder shall provide services specified in the RFQ/RFP, its Proposal, and all other components of the PDB Agreement.

### **5.2. No Guarantee for Award**

There is no guarantee that the Tribe will award a contract for any portion of this Project, including the Project Kick Off phase, Pre-Construction Services phase or the Construction Services phase. The Progressive Design-Builder will not be entitled to recover any costs, anticipated profit, or monetary awards for Proposal preparation in the event the Tribe decides not to award a contract or if the Tribe does not award a contract to a particular Proposer.

### **5.3. Collaboration**

The Progressive Design-Builder shall work in collaboration and cooperation with the Tribe towards realizing the goals of the Project.

### **5.4. Wage Rates**

The Progressive Design-Builder is required to comply with all applicable prevailing wage/Davis-Bacon requirements and/or regulations, including but not limited to those requirements and regulations are deemed included in the proposal documents. Federal Davis-Bacon wage rates are available on the SAM.gov website.

### **5.5. Phase 1: Project Kick Off**

Project Kick Off services for this phase would include “validation” of the Tribe’s utilities, confirm capacity or build if needed), further programming of the buildings beyond initial concept design, cost estimating/budgeting and project scheduling, and beginning initial design development. The selected Progressive Design-Build Entity (PDB team) shall not begin services until the Tribe issues a formal Notice to Proceed (NTP) for Phase 1.

#### **5.5.1. Validation and Programming Alignment**

The PDB team shall participate in a series of kickoff and alignment workshops with the Tribe and its program/construction manager to confirm project goals, review program

documents, and clarify priorities for administration, gym and community center, communal spaces and parking. This alignment process will establish expectations for scope, budget, schedule, and phasing to ensure early consensus and a smooth progression into design.

#### 5.5.2. Site Investigation and Due Diligence

The PDB team shall review all available site and building data, including geotechnical, environmental, and utility information, and identify any gaps that require supplemental investigation. As part of this process, the PDB team must review the Tribe's available report and perform its own due diligence and field inspections. Findings from these investigations shall directly inform the Conceptual Design and subsequent design phases, ensuring alignment of design strategies with actual field conditions.

### **5.6. Phase 2: Preconstruction Services**

Preconstruction services will include collaborative design development, scheduling, cost estimating, and risk analysis to support the Tribe's comprehensive campus redevelopment. The selected Progressive Design- Build Entity (PDB team) shall not begin services until the Tribe issues a formal Notice to Proceed (NTP) for Preconstruction.

#### 5.6.1. Validation and Programming Alignment

The PDB team shall continue workshops with the Tribe and its program/construction manager to confirm project goals, review program documents, and clarify priorities for administration, gym and community center, communal spaces and parking.

#### 5.6.2. Conceptual Design Milestone

The Conceptual Design milestone will establish the overarching vision for the campus redevelopment. This phase will explore site organization, circulation improvements, and preliminary space allocations for gym and community center, administrative, and parking components. It will test multiple planning approaches to balance operational continuity, budget constraints, and future scalability.

Deliverables include:

- Conceptual site plan illustrating building placement, circulation, and parking strategies
- Narrative describing design intent, functional adjacencies, and high-level phasing strategies
- Preliminary cost model (order-of-magnitude estimate) with associated schedule
- Initial phasing concept showing how Tribe operations can continue during construction

- Presentation to Tribe staff for review and direction prior to advancing into Schematic Design

### 5.6.3. Schematic Design (SD) Milestone

The Schematic Design milestone builds on the approved Conceptual Design to define the project's scope, scale, and character. The PDB team will refine space planning, introduce preliminary building systems, and begin integrating site utilities and landscape strategies. This stage confirms feasibility within budget and schedule targets.

Deliverables include:

- Schematic drawings (site layout, floor plans, building massing studies)
- Outline specifications identifying major building systems and materials
- Updated cost and schedule model with refined estimates and alignment to budget
- Preliminary phasing and site logistics plan showing operational impacts
- Presentation to Tribe staff for confirmation to proceed into Design Development

### 5.6.4. Design Development (DD) Milestones

Design Development advances the project to a coordinated level suitable for GMP preparation. Two checkpoints, 50% DD and 100% DD, provide opportunities for Tribe review of cost, schedule, and scope alignment.

#### 50% DD Milestone:

At this stage, the PDB team refines architectural layouts, structural systems, and Mechanical, Electrical, Plumbing (MEP) while validating program alignment. Cost estimates will allow early value management and confirm feasibility before finalizing DD.

- 50% DD drawings and system narratives
- Preliminary GMP cost estimate with system-level breakdowns and value management options
- Updated project schedule with phasing logic and critical path identified
- Presentation to Tribe staff for feedback and direction

#### 100% DD Milestone:

This milestone delivers a fully coordinated DD package for GMP preparation, resolving building systems and confirming phasing strategies for continuous operations.

- 100% DD drawings and outline specifications
- Final pre-GMP cost estimate and risk analysis
- Updated schedule, site logistics and phasing plan supporting operational continuity
- Presentation to Tribe staff to confirm readiness for GMP development

#### 5.6.5. Guaranteed Maximum Price (GMP) Development

Following 100% DD approval, the PDB team will prepare and submit the GMP package for Tribe review using an open-book approach and competitive trade bidding to ensure transparency and value.

GMP package will include:

- GMP-level drawings and outline specifications
- Schedule of values with detailed cost breakdowns by trade and system
- Phasing breakdown with integrated utility and building considerations
- Clarifications, assumptions, and exclusions used in GMP development
- Proposed construction schedule and phased milestones
- Payment and performance bonds

If the Tribe and PDB team cannot reach agreement on the GMP, schedule, the Phase 2 Amendment terms or completion date, the Tribe reserves the right to terminate for convenience and procure construction separately.

#### 5.6.6. Ongoing Deliverables During Preconstruction

- Monthly or milestone-based schedule updates
- Continuous cost modeling at each milestone (Program, Conceptual Design, SD, and DD – both 50% and 100%)
- Updated risk matrix identifying cost, schedule, and operational continuity risks
- Support for up to two presentations to the Tribal Council at key milestones, as determined by the Tribe
- Construction Cost Savings. It is one of the collaborative responsibilities of the Progressive Design-Builder to look for ways of reducing Project construction costs. The Progressive Design-Builder's proposed cost reductions shall not reduce the Project program requirements or adversely affect the Project completion. The Progressive Design-Builder

shall develop alternative scopes of work for bidding purposes to meet project budget constraints.

- Identify early-works trade packages that may be separately advanced as a way of expediting construction or procuring specialized services where applicable.

## **5.7. Phase 3: Construction Services**

### 5.7.1. Construction Phase Services

Issuance of Construction Phase Notice to Proceed. The Progressive Design-Builder shall not proceed with any Construction Phase services until the Tribe issues a Notice to Proceed for that phase of work. Conditions for the issuance of an NTP include agreement upon a final GMP, project schedule, and completion date (and execution of the contract amendment confirming the same), completion of plan checks required for that phase, verification of conformance to the Contract Documents, verification of required bonding and insurance, and confirmation that Project cost is within the Project budget. The intent of the Tribe is to issue the Construction Phase Notice to Proceed within fifteen (15) days of the execution of the contract amendment establishing the GMP, Project Schedule, and Completion Date.

### 5.7.2. Construction Documents

The Progressive Design-Builder shall develop and review the Construction Documents with the Tribe, considering performance specifications and quality of materials and equipment identified in the Design Development phase to ensure achievement of established Tribe goals, which is achievable within the proposal price. The Progressive Design-Builder design decisions made during the Pre-Construction phase shall be based on construction materials, methods, systems, and costs that will provide the best value building within the proposal price and schedule.

The Construction Documents shall identify the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections. The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved design. The design professional-of-record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the PDB Agreement.

The Design-Builder shall retain the design professional-of-record to provide construction administration services in a professional capacity. These services shall include shop drawing review, response to requests for information regarding the Construction

Documents, and periodic visits to the site to observe the quality of the work. The final, approved-for-construction set of Construction Documents shall be signed and stamped by the Washington-licensed professionals who prepared the documents, and who shall certify their compliance with codes, standards, practices and regulations. The Progressive Design-Builder shall retain full responsibility for the design.

#### 5.7.3. Construction Bid Packages

The Tribe may benefit if the Project construction is divided into separate bid packages. Examples of possible bid packages are underground utilities and site preparation, building construction, site improvements and landscaping. Bid packaging components shall be identified during the pre-construction services phase by the Progressive Design-Builder and proposed to the Tribe.

Upon the Tribe's acceptance of the Progressive Design-Builder's recommended separate bid packages, the Progressive Design-Builder will include the bid packages in the GMP Proposal to the Tribe indicating separate construction costs, schedule, and other conditions for each bid package to allow each increment to be initiated, completed, and accepted in accordance with the contract.

#### 5.7.4. Subcontractor List

The Progressive Design-Builder shall set forth, using the Designation of Subcontractor's List (Attachment 6), the name and the location of the place of business of, the Washington contractor license number, and public works contractor registration number for each trade contractor identified as members of the Progressive Design-Builder team in the Statement of Qualifications or in the Design- Builder's technical Proposal.

The Progressive Design-Builder shall require compliance with Davis-Bacon rates that are current when beginning trade bidding; prevailing wage rates are available at the SAM.gov website.

The Tribe will not reimburse the Progressive Design-Builder or trade contractors for the reproduction costs of bid or construction documents.

#### 5.7.5. Preconstruction Conference

The Tribe and the Progressive Design-Builder shall co-conduct a preconstruction conference with trade contractors, design personnel, Tribe project / construction manager, Inspector of Record (IOR) and the appropriate Tribe staff and the Tribe's consultants. The preconstruction conference agenda will include safety, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and preparation and distribution of preconstruction conference notes.

#### 5.7.6. Construction Phase Management

The PDB team will manage all aspects of construction to deliver the project in accordance with the approved GMP, schedule, and phasing plan, while allowing uninterrupted adjacent facilities Tribe operations. Responsibilities include, but are not limited to:

- a. Site Safety and Security – Develop and implement a site-specific safety plan; maintain secure access controls separating construction zones from operational Tribe facilities.
- b. Phasing and Operational Continuity – Execute the agreed phasing plan, coordinating temporary facilities, access routes, and parking to minimize disruption to Tribe staff and field operations.
- c. Schedule Management – Maintain a detailed construction schedule updated monthly (or more frequently as required), tracking progress against critical path activities and incorporating recovery strategies where needed.
- d. Cost Management – Monitor and report on costs relative to the GMP, track allowances and contingencies, and provide monthly cost-to-complete forecasts for Tribe review.
- e. Quality Assurance and Control – Implement a QA/QC program to verify conformance with design intent and specifications, including regular inspections, testing oversight, and deficiency tracking through punch lists.
- f. Trade Coordination – Oversee subcontractor performance, manage work sequencing, resolve trade conflicts, and enforce adherence to safety, schedule, and quality requirements.
- g. Document Management – Maintain and manage construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a cloud-based project management platform.
- h. Commissioning and Systems Integration – Coordinate commissioning of building systems with the Tribe’s commissioning agent to ensure full functionality and compliance with performance criteria.
- i. Environmental and Regulatory Compliance – Ensure construction activities comply with environmental regulations, stormwater pollution prevention measures, hazardous materials handling, and all applicable Tribal and Federal codes.
- j. Utility Coordination – Manage tie-ins, relocations, and shutdowns to existing utilities to avoid disruption to active facilities.

k. Testing and Inspection – Special testing and inspection of the Project’s construction will be performed and paid for by the Tribe. The Progressive Design-Builder shall coordinate and cooperate with the Tribe’s inspection and testing agencies.

l. Community and Stakeholder Interface – Support Tribe-led communications with adjacent properties, agencies, and stakeholders regarding construction impacts, schedules, and milestones.

m. Change Management – Administer a transparent process for evaluating, pricing, and approving changes, maintaining real-time logs and impact analyses for Tribe review.

n. Reporting and Meetings – Provide weekly site progress reports, photos, safety logs, and lead regular OAC (Owner-Architect-Contractor) meetings and Board updates as requested. The Progressive Design-Builder shall also assist the Tribe in reporting Project progress to oversight entities, such as outside funding agencies, at regular intervals. The Progressive Design-Builder shall prepare occasional presentations as requested by the Tribe regarding issues of special importance.

o. Punch List and Closeout Preparation – Initiate rolling punch lists by area, coordinate inspections, and expedite closeout documentation to support phased occupancy and warranty commencement.

## **6.0 Progressive Design-Build Selection Process**

### **6.1. The Tribe will select the Progressive Design-Builder using a combined RFQ/RFP process:**

The solicitation process will be a two-step process. The first step will be the RFQ stage where interested Progressive Design-Builders will submit their responses and Port Gamble S’Klallam Tribe Required Forms in response to the RFQ. The submittals will be evaluated by a Port Gamble S’Klallam Tribe appointed Selection Committee. The Selection Committee will score the qualifications received, based on the evaluation criteria identified in this RFQ, and shortlist the most qualified, responsive, Progressive Design-Builders as Finalists. Port Gamble S’Klallam Tribe will notify all Progressive Design-Builders that submitted a SOQ of the Finalists selected to move to the second phase of the selection process. The second step in the selection process will not proceed until all Progressive Design-Builders are notified of the selected Finalists. The Tribe reserves the right to reject all responses to the RFQ.

The second step will be the RFP Stage where shortlisted Progressive Design-Build Finalists will be invited to submit a written Proposal and Price Factor Proposal and attend an Interview with the Port Gamble S’Klallam Tribe’s Selection Committee. During the RFP Stage, prior to the submittal of Proposals, each Progressive Design-Build Finalist will have an opportunity to take part in an individual, Progressive Design-Builder led Proprietary Meeting with the Selection Committee. The purpose of the Proprietary Meeting is to allow the prospective Progressive Design-Builders to ask questions, request clarifications and gather information which may be relevant to assembly of their Proposal and Price Factor Proposal. Because the selection process emphasizes qualifications, project approach, capacity/ability to complete the work and limited pricing criteria. Progressive Design-Builders will not be allowed to present detailed, project-specific design concepts, detailed pricing, 3-D models, renderings or other design or estimating intensive efforts as part of the Proprietary Meeting. Following the Proprietary Meetings, Progressive Design-Build Finalists will have the opportunity to submit a Proposal and Price Factor Proposal.

Following the Post-proposal presentations, the Selection Committee will finalize the scores for the Proposals, according to the criteria set forth in the RFP, and identify the most highly qualified Progressive Design-Build team based on total cumulative scoring. The Selection Committee will notify all Finalists of the selection decision and provide a selection summary of the final Proposals to all Proposers.

Selection of the Progressive Design-Builder will be made to the Proposer whose Progressive Design-Build Proposal is determined by the Tribe to be overall the best value to the Tribe. The Tribe reserves the right to reject all Proposals.

**6.2. Selection Process Schedule**

RFQ/RFP Published	April 13, 2026	Stage 1: Request for Qualifications
Mandatory In-Person Site Meeting @ 31912 Little Boston Rd NE Kingston, WA 98346	April 27, 2026, at 11:00am	
RFQ/RFP Questions Due	May 1, 2026, at 4pm	
RFQ/RFP Addendum Published	May 6, 2026	
RFQ Submissions Due (electronically)	May 15, 2026, at 4pm	
Progressive Design-Build Team Finalists announced	May 22, 2026	
Progressive Design-Build Team Finalist Proprietary meetings	Week of June 1st	

Progressive Design-Build Proposals Due	June 17, 2026, at 4pm	Stage 2: Request for Proposal
Progressive Design-Build Team Finalist Presentations	Week of June 29th	
Progressive Design-Build Team Selected	July 6, 2026	
Approval by Tribal Council	July 20, 2026	
Notice to Proceed for Phase 1	Mid-August	

**6.3. Changes to the Selection Process Schedule**

The Tribe reserves the right to change any or all of the dates stated above. Any changes to the schedule for the RFQ/RFP process will be issued by addenda. It is the sole responsibility of a Proposer to check the Tribe’s website for all addenda and to be completely familiar with the contents thereof.

**6.4. Proposed Project Schedule**

Proposers shall submit a detailed milestone Phase 1 Project Schedule as part of their proposal package, identifying the proposed completion date for Phase 1 services (the “Completion Date”). The Tribe acknowledges that a detailed schedule for Phase 2 and 3 services cannot be developed at this time and will be prepared upon selection and agreement on the preferred project solution.

**6.4.1 Proposed Milestone Project Schedule**

Phase 1 Notice to Proceed	August 2026
Phase 1 Complete	February 2027
Phase 2	May/June 2027
Phase 3 Notice to Proceed	TBD
GMP Approved by Tribe	TBD
Construction Documents Complete	TBD
Early Work Permits Issued	TBD
Construction Begins (Phase 3)	TBD
Substantial Completion (Phase 3)	TBD

Final Completion	TBD
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**7.0 Pre-RFQ/RFP Mandatory Site Meeting**

The Tribe will conduct one mandatory Pre-RFQ/RFP In-Person Site Meeting as stated in Section 6.2.

**8.0 Tribe Representative/Questions**

**8.1. Tribe’s Representative**

The Tribe’s Representative for the Progressive Design-Builder Selection Process is:

Abigail Welch, Project Manager

31912 Little Boston Road NE, Kingston WA 98346

awelch@pgst.nsn.us

8.1.2. All communications regarding this RFQ/RFP, including requests for information or clarification of the intent or content of this RFQ/RFP, must be submitted electronically to the Tribe. All questions must be submitted no later than the due date indicated in Section 6.2. The timestamp of Port Gamble S’Klallam Tribe’s email will be considered the official time of submittal. Questions received after the due date will not be considered. No email or telephone call questions will be responded to. It is the sole responsibility of each Proposer to check the Tribe’s website for any and all addenda and to be completely familiar with the contents thereof. Answers to questions received will be issued via an addendum. Information obtained verbally has no authority, may not be relied upon, and shall have no standing in any event that may occur. Only the information provided in the addendum has authority.

**9.0 Evaluation and Ranking of Proposers**

In the evaluation and ranking of Proposers, the Tribe will consider the information submitted in the Proposals as well as the meetings with the Proposers with respect to the evaluation criteria set forth in the RFQ/RFP. The result of the evaluation will be a comparative ranking of Proposers.

For the purpose of selecting and evaluating Proposers, the evaluation criteria will be given the following relative weights:

<b>Request For Qualifications</b>		<b>Total Weight: 60%</b>
	Team Organization (Section 12.4)	15 percent
	Demonstrated Past Performance with Similar Projects (Section 12.5)	15 percent
	Progressive Design-Build Design Past Performance (Section 12.6)	10 percent
	Progressive Design-Build Construction Past Performance (Section 12.7)	10 percent
	Previous work experience Native American Tribes (Section 12.8)	5 percent
	Tribal/Indian Preference (Section 12.9)	5 percent
<b>Request for Proposals</b>		<b>Total Weight: 30%</b>
	Project Understanding and Approach	15 percent
	Design and Engineering Ingenuity	10 percent
	Quality Control and Construction Methodology	5 percent
<b>Price Proposal</b>		<b>Total Weight: 10%</b>

**10.1 Statement of Qualifications (SOQ) and Proposal Analysis**

10.1.1 Statement of Qualifications (SOQ) Analysis

10.1.2 The Tribe’s selection committee will analyze each submittal to score the proposals in the categories set forth in Table 9.0 and section 12. The Tribe will review the SOQ and select finalists to move to step 2.

10.2.0 Step 2-Proposals Analysis

10.2.1 The Tribe’s selection committee will analyze each proposal to score the proposal in the categories set forth in Table 9.0 and section 12.11.

10.2.2 Post-Proposal Interviews: After evaluation of the Proposals, and as part of the evaluation process, the Tribe’s selection committee will interview only those Proposers that the Tribe believes should be considered for award of the Project. The structure for these meetings and interviews will be as follows:

- a. Proposers will be randomly selected for time slots for interviews. Invitations will be sent to the primary contact listed in the RFQ of all shortlisted firms. It is the responsibility of the primary contact to ensure that each of Proposer’s relevant team members are included in the Post-Proposal Interview.
- b. Proposers will receive thirty (30) minutes to make their presentations, and thirty (30) minutes for questions and answers from the Selection Committee.
- c. Proposers will be given the ability to share their screen for their presentation.
- d. Proposers are requested to present their approach to the design and construction of the Project.
- e. Proposers shall have in attendance those members of their team who will occupy key positions on the project such as pre-construction coordinators, project managers, architects, designers, project executives, and key consultants so that the selection committee may interview individuals who will work on the Project.
- f. Post-Proposal interviews will be scored by the Tribe’s Selection Committee and will be part of the Tribe’s “best value” calculation as detailed below.

### 10.3.1 Scoring Calculation

The Proposer selected will be the Proposer with the highest combined Proposal and post-proposal interview scores. In the event of a tie for first place in the total score, the “best value” Progressive Design-Builder will be the tied Progressive Design-Builder with the lowest proposed fee.

### 10.3.2 Proposal Requirements

Intent of Proposal. The Tribe’s intent for the Proposal is to determine the Proposer’s ability to successfully deliver the Project using the Progressive Design-Build project delivery method. It is the Tribe’s goal that this Project implements a highly collaborative form of Progressive Design-Build that will require the successful Progressive Design-Builder to work closely with the Tribe during each phase to deliver a high-quality Project on time and within the Project budget. The Tribe requires that the Progressive Design-Builder use a target value design approach that continuously evaluates cost estimates against the target cost.

## **11. Summary Proposal Requirements**

### **11.1. Format Requirements**

The proposal shall be submitted electronically and comply with the following format requirements:

11.1.1 Proposal shall be formatted in searchable .pdf format.

11.1.2 The body shall be organized in accordance with the Evaluation Criteria.

11.1.3 The body shall be limited to a maximum of 40 single-sided pages.

1. The only documentation that is not included in the page count is the following:

- a. Letter of interest or cover letter;
- b. Statement of Offeror's Ability to Provide a Proposal Bond, or Performance and Payment Bond
- c. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements;
- d. Statement of Offeror's commitment to use a skilled and trained workforce as required by statute;
- e. Resumes of Key Team Members (limited to one page each);
- f. Divider tabs, provided that they contain no substantive content;
- g. Cover pages, provided that they contain no substantive content; and
- h. Table of contents, provided that they contain no substantive content.

2. Proposals that exceed the page limit may be rejected. The Owner, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming proposal submittals to bring each non-conforming proposal submittal within the page count requirement.

3. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.

### **11.2. Proposal Organization**

Responses to this RFQ shall consist of the following parts (also see Section 12 for detailed instructions) and provided to PGST in PDF electronic format as outlined in Section 3.0 herein):

### 11.2.1 Letter of Interest

### 11.2.2 Minimum Qualifications

1. Statement of Offeror's Ability to Provide Performance and Payment Bond.

(See Section 12.2.1)

2. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (See Section 12.2.2 and Attachment 10)

3. Statement of Offeror's commitment that the Offeror and its subcontractors at every tier will use a skilled and trained workforce. (See Section 12.2.3)

### 11.2.3 Technical & Management Qualifications

1. Team Organization

2. Demonstrated History of Successful Projects Similar in Scope and Complexity

3. Progressive Design-Build Engineering, Permitting, and Design Past Performance

4. Progressive Design-Build Construction Past Performance

5. Tribal Preference (12.8 and Attachment 11)

### 11.2.4 Key Staff Wage Rates

### 11.2.5 Proposed Sample Contract Exceptions (if any) with Explanation

### 11.2.6 Other Proposal Request Information

## **12. Detailed Submittal Information**

### 12.1. Letter of Interest (No points)

The submittal must include a cover letter containing the name, address, telephone number, and e-mail address of the Offeror and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

## **12.2. Minimum Qualifications**

### 12.2.1 Statement of Offeror's Ability to Provide Performance and Payment Bond (Pass/Fail)

As a mandatory minimum requirement, the Offeror must have the ability to obtain a

performance and payment bond in the amount of \$1,000,000. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state of Washington. Letters indicating "unlimited" bonding capability are not acceptable.

**12.2.2 Statement of Offeror's Ability to Meet the Owner's Insurance Requirements.**  
(Pass/Fail)

As a mandatory minimum requirement, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment 10). Offeror shall provide a letter from Offeror's insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Attachment 10. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state of Washington.

**12.2.3 Statement of Offeror's commitment to use a Skilled and Trained Workforce.**  
(Pass/Fail)

**12.2.4 Federal Debarment (Pass/Fail)** Offerors identified on the Federal [www.sam.gov](http://www.sam.gov) as a party that has been debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits will not be considered further by the Owner as part of this procurement.

**12.3. Technical and Management Qualifications**

The response shall demonstrate the Progressive Design-Build Team's ability to undertake the Project by providing the following technical and management qualifications of the Offeror, Team Members, and individual Key Team Members. The Offeror is responsible for ensuring that contact information contained in their referenced Project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications. Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to successful projects

in which the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ will be evaluated on the following technical and management qualifications:

#### **12.4. Team Organization**

1. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Progressive Design-Builder has additional Key Team Members on their team, the Progressive Design-Builder should include those individuals.

- a. Person responsible for the overall management of the Project and design build contract;
- b. Architect; Civil, Structural, Mechanical and Electrical engineers;
- c. Person responsible for overall construction management;
- d. Person responsible for on-site field supervision and direction and construction (Superintendent);
- e. Person responsible for safety;
- f. Person responsible for quality assurance;
- g. Person responsible for cost controls and budgeting;
- h. Person responsible for scheduling; and
- i. Person responsible for systems testing, configuration, and commissioning.

2. Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information:

- a. Description of the individual's proposed Project role;
- b. Identification of employer and number of years employed by the firm;
- c. Educational background, professional licenses, and/or certifications;
- d. Experience relevant to their proposed role on the Project and how their past

- e. performance on previous projects will benefit this Project; and
- f. Based on the information available to the Progressive Design-Builder, proposed percentage of time that the Progressive Design-Builder intends to assign this individual to the Project.

3. Describe the corporate structure of the Progressive Design-Builder and all Team Members. If the prime Progressive Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner.

### **12.5. Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity**

1. Describe the Team's past performance in successfully managing Progressive Design-Build Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
2. Describe the Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
3. Describe the Team's past performance in developing and/or managing costs within a Guaranteed Maximum Price.
4. Describe the Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model.

### **12.6. Progressive Design-Build Design, Engineering, and Permitting Past Performance**

1. Describe the Progressive Design-Builder's past performance in managing the design process.
2. Describe the Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
3. Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.

4. List all professional registrations and/or certifications that are relevant to the work associated with the Project.

### **12.7. Progressive Design-Build Construction Past Performance**

1. Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
2. Include in the narrative the Team's approach to the following:
  - a. Sequencing construction activities to maximize efficiency and minimize disruption on the Owner with particular emphasis on the accelerated delivery of Phase 1 and 2 and a seamless transition into Phase 3;
  - b. Change orders; and
  - c. Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

### **12.8 Previous Experience working with Native American Tribes**

1. Describe the Team's experience working with Tribes in successfully managing Progressive Design-Build (or a similar integrated delivery model) Projects of Similar Scope and complexity.

### **12.9. Tribal Preference**

1. The Port Gamble S'Klallam Tribe's "Tribal Construction Preference Policy" applies to this Project and is hereby incorporated into "Instructions to Bidders for Contracts" by reference.
2. The general Contractor selected for the project shall make best efforts at awarding subcontracts in compliance with the Port Gamble S'Klallam Tribe's "Tribal Construction Preference Policy".
4. Proof of Indian business ownership shall be required for the Project if claiming Indian Preference.
5. If claiming Indian Preference, Attachment 11 – Tribal Preference form must be completed and submitted along with the bid:

### **12.10. Contract Exceptions**

Proposers are required to review the sample agreement (Attachments 14, 3 and 4) included in this solicitation and identify any requested exceptions or modifications. All exceptions

must be clearly stated in the proposal submittal and accompanied by proposed alternative language where applicable. This request is intended to streamline negotiations and ensure transparency in each proposer's contractual position. The Tribe reserves the right to accept, reject, or negotiate any proposed exceptions. Failure to identify exceptions will be interpreted as full acceptance of the contract as written.

### **12.11. Fee Proposal Requirements**

If selected as a finalist, the Proposer shall provide a fee proposal as part of the second step in the Progressive Design-Builder selection process.

1. The fee proposal shall be submitted on the fee proposal form (Attachment 5). Fees shall be shown in percentages and dollar amounts. The estimated direct construction cost is identified in the Project Description, Section 4.2.
2. Staffing levels and hourly rates. Attach a table to the fee proposal form showing the planned staffing assigned to the pre-construction services phases (Phase 1 and Phase 2). The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the estimated number of hours and hourly rate (including all mark-up) for each individual assigned to the Project during the Project Kick-off 9 (Phase 1) and Pre-Construction Services phase 2, and the total of all hours planned to be expended during both Phase 1 and Phase 2.
3. Attach a table to the fee proposal form showing the planned key staffing assigned to site management during the Construction Services phase. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the hourly rate (excluding overhead and profit) for each individual assigned to the Project during the Construction Services phase.
4. The Progressive Design-Builder shall propose fees for the Project in the following manner: Project Kick-Off (Phase 1) fee and Pre-Construction Services (Phase 2) fee. Provide an itemized and not to exceed amount to cover both phases, including:
  - a. Full design services (program validation, conceptual design, schematic design, design development) fees for architects, engineers, consultants, design-build and/or design assist trade contractors, and others.
  - b. Exclude design fees incurred during the construction phase from the Pre-Construction Services fee.

- c. Pre-construction services to include, but not limited to, estimating, scheduling, phasing/logistic planning, and constructability reviews for the Progressive Design-Builder, key subcontractors, consultants and others. Include all project meetings and presentations outlined in Section 5.5.1.
- d. Overhead and profit on design and pre-construction services.
- e. Services to prepare an all-in guaranteed maximum price.
- f. General Conditions/General Requirements. Include all staff and facilities located at the construction site to manage the construction of the Project, but not overhead and profit.
- g. Overhead and profit stated as a percentage of the total estimated design and construction cost.
- h. Payment and Performance Bonds for Progressive Design-Builder stated as a percentage of total estimated design and construction cost.

## **12.12. Other Proposal Requirements**

1. The Proposal must contain the following, fully completed (and where applicable, executed) documents. The Tribe will reject as non-responsive any Proposal submitted without these documents:
2. Designation of Subcontractors List (Attachment 6)
3. Non-Collusion Declaration (Attachment 7), subscribed and sworn before a notary public.

## **13. Project Award and Commencement**

### **13.1. Announcement of Award**

Upon completion of the Tribe's evaluation of all Proposals, the Tribe shall rank the responsive Progressive Design-Builders' based on the evaluation factors, ranking and scoring methodology outlined in the RFQ/RFP. The Tribe may award a contract for Pre-Construction services to the highest scoring Proposer, which shall be deemed to be the "best value" to the Tribe. If a contract is awarded, Tribe shall publicly announce the award of the contract for the Project by issuing a Notice of Award and by electronically mailing it to all parties who requested that the Tribe provide such notice.

#### **13.1.2 Post-Notice of Award Requirements**

The successful Progressive Design-Builder must be prepared to commence work immediately following execution of the contract and receipt of the Notice to Proceed. In the event contract execution is unsuccessful with the first selected Proposer, the Tribe may choose to award the contract to the next Proposer in the ranking.

#### **14. Other Terms and Conditions of the RFQ/RFP Process**

14.1. The Tribe expressly reserves the unqualified right to undertake any of the following if advantageous to the Tribe:

1. Accept or reject any or all of the submitted Proposals;
2. Waive or decline to waive any and all defects as to form, content, informalities, minor technical inconsistencies and/or irregularities in any Proposal or the RFQ/RFP process;
3. Terminate the RFQ/RFP process at any time;
4. Modify and/or suspend any and all aspects of the RFQ/RFP at any time;
5. Reissue the RFQ/RFP;
6. Extend the time frame for submission of the RFQ/RFP;
7. Request clarification of information submitted and/or request additional information from any or all submitting Proposers;
8. Hold all Proposals for a period of one hundred twenty (120) days after the deadline for receipt of Proposals;
9. Decline to enter into a contract with any Proposer;
10. Conduct personal interviews and negotiations from any or all Proposers during the RFQ/RFP process before making selection of the Progressive Design-Builder;
11. The Proposals submitted in response to this RFQ/RFP will become the property of the Tribe and may be used by the Tribe in any way it deems appropriate;
12. The information submitted by a Proposer will not be disclosed. The Tribe will use these documents as part of the basis of scoring and evaluating proposers.
13. The Tribe reserves the right to verify and check information submitted from all other sources available to the Tribe. The Tribe's decision will be based on objective evaluation criteria as set forth in the RFQ/RFP documents;

14. Acceptance of any Proposal will take into consideration the reliability of the Proposer, past documented performance of the Proposer, and all of its proposed team members and sub-consultants, and the appropriateness of the information provided. The Tribe will, in the exercise of its discretion, be the sole judge in the determination of the quality and appropriateness of Proposals. The Tribe's decision will be final;

15. All costs for preparation, submission and/or delivery incurred by the Proposer are the sole responsibility of the Proposer and will not be paid by the Tribe. The Tribe will not be liable for any costs incurred in the preparation of Proposals or incidental to the preparation and presentation of Proposals, either orally or in writing. Any costs incurred in the preparation of the Proposal, in the submission of additional information, and/or in any other aspect of the Proposal before the award of the contracts will be borne by the Proposer;

16. Proposals that are submitted with conditional clauses, alterations, items not called for by the RFQ/RFP, or irregularities of any kind are subject to rejection by the Tribe as non-responsive, at the Tribe's option;

17. By submitting a Proposal, the Proposer acknowledges that the Proposer has investigated and satisfied itself as to the conditions affecting the Project. The Tribe shall not be responsible for any conclusions or interpretations made by a Proposer of the information made available by the Tribe;

18. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed. The receipt by the Tribe of a Proposal will indicate that the submitting Proposer understands the requirements and shall supply the work and services required;

19. The Tribe reserves the right to require that the Proposer demonstrate that Proposer has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract/project schedules;

20. The Proposer shall furnish the Tribe with such additional information as the Tribe may reasonably require and request;

21. At the end of the RFQ/RFP process, the Tribe will require the selected Progressive Design-Builder to enter into the Progressive Design-Build Agreement in substantially the same form as that prepared by the Tribe, a copy of which can be found in Attachment 3.

22. Proposals received after the time and date specified may not be considered at the sole discretion of the Tribe. It is the sole responsibility of each Proposer to ensure that its Proposal is submitted before or at the time and date specified;

23. No individual or firm responding to this RFQ/RFP shall obtain any claim or cause of action against the Tribe by reason of any aspect of the RFQ/RFP, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the Tribe, the exercise of any discretion by the Tribe in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing;

24. Unless requested to do so in writing either in response to a written request for clarification from the Tribe or as otherwise permitted by the RFQ/RFP documents, Proposers and their Progressive Design-Builder team members, sub-consultants and subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFQ/RFP Selection Committee; (2) any consultant or professional retained by the Tribe for the purpose of providing the Tribe advice or professional services in respect to the Project, the Request for Proposal process or the award of the contract; or (3) any trustee, officer, employee or representative of the Tribe with respect to any matter relating to the Project;

25. Following the ranking of Proposals, the Tribe may, at its sole discretion, elect to proceed with award of the contract without negotiations, or it may proceed with negotiations with the Proposers. Negotiations may involve any aspect of the Proposer's Proposal (or fee proposal) and any provision of the contract documents including scope of work, terms and conditions. The Tribe may also initiate negotiations to reduce costs to meet the budget. Because the Tribe has the right to award the contract without negotiations, all Proposers must commit to entering into the contract based upon their Proposals submitted in response to this RFQ/RFP. Any decision to commence negotiations regarding the contract and any topics of negotiation are at the Tribe's sole discretion.

26. The Tribe reserves the right, but shall not have the obligation, to conduct post-scoring discussions. Post-scoring discussions may be conducted with some or all Proposers. Post-scoring discussions are conducted after final scoring of the Proposals, for the limited purpose of clarifying a Proposal. Post-scoring discussions are not to be used to permit changes to a Proposal. Post-scoring discussions shall be conducted by the RFQ/RFP selection committee in accordance with the

RFQ/RFP as may be amended from time to time by the Tribe, via an RFQ/RFP addendum;

27. The Tribe reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Proposal. Requests for clarifications are discretionary with the Tribe and, although they generally are used only if discussions or negotiations are not conducted, may be issued at any time (whether or not discussions or negotiations are conducted) after the deadline in the RFQ/RFP schedule for receipt of Proposals and prior to award. Nothing stated herein or elsewhere in the RFQ/RFP documents shall be interpreted as obligating the Tribe to request further clarification from any Proposer or as obligating the Tribe to seek the same or similar clarification from other or all Proposers. Requests by the Tribe for clarification shall be responded to by the Proposer to whom they are directed within three (3) days after the date of receipt thereof by the proposer. Responses to such requests by the Tribe shall be limited to clarifying the portion of the Proposal described in the Tribe's request. Responses shall not include changes to a Proposal. Information provided in a response to a request for clarification that does not comply with the requirements of this paragraph will not be considered;

28. Without limitation to any of the Tribe's other rights under the RFQ/RFP documents or applicable laws, the Tribe reserves the right to reject any Progressive Design-Builder Proposal that contains any information that is false, incorrect, materially incomplete or misleading, is not accompanied by documents required by the RFQ/RFP documents to be submitted with a Proposal, or is in any way incomplete or irregular. The Tribe further reserves the right, before or after evaluation and scoring of Proposals, to withdraw its request for Proposal and/or reject all Proposals;

29. Award of any contract is subject to availability of funds. In the event that funds are not available, the Tribe shall have the right, without any liability to any Proposer, to decline to award any contract or contract amendment;

30. No changes in or additions to Progressive Design-Builder's team members shall be permitted at any time during the RFQ/RFP process, except with the prior written authorization of the Tribe, which authorization may be granted or withheld in the Tribe's sole and absolute discretion;

31. Consultants or sub-consultants to the Tribe who (1) are participants or advisors to the Tribe in respect to the design-build procurement for the Project shall not be allowed to participate as a team member or as a sub-consultant or subcontractor, of any tier, to a Design- Builder.

32. Proposers shall identify in their Proposals any portions thereof with respect to which the Proposer holds any patent right, including, without limitation, the number and date of issuance of the patent;

33. Proposals are nontransferable and may not be assigned;

34. The Tribe reserves the right, exercised in its sole discretion, prior to award, to unilaterally change, by addition, modification or deletion, any of the terms of the Progressive Design-Builder Agreement or General Conditions by issuance of an RFQ/RFP addendum setting forth the substance of such change;

35. Proposals shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Progressive Design-Builder agreement or General Conditions, other than changes that have been approved and ordered by the Tribe by means of a previously issued RFQ/RFP addendum. Statements contained in a Proposal to the effect that a price is based on certain “assumptions” that are not part of the specific requirements of the RFQ/RFP documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this paragraph and be grounds for disqualification;

36. Following award of contract, the Tribe may prepare a conformed Project manual reflecting addenda issued during Proposal period, which will, failing objection, constitute the approved Project manual;

37. Failure to execute any agreement within the timeframe identified in the Notice of Award shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the selected Proposer refuses or fails to execute any contract, the Tribe may award the contract to the next qualified, highest-ranked Proposer;

38. Proposal Protest. Any Proposal protest must be submitted in writing to the Tribe’s main office (Attention name, title, address) no later than the sixth (6th)

calendar day following posting of the Notice of Intent to Award. Any Proposal protest received after the deadline as described herein shall be deemed null and void;

39. The initial protest document must contain a complete statement of the basis for the protest.

40. The protest must refer to the specific portion of the document that forms the basis for the protest and must describe in detail the specific errors allegedly committed by the Tribe in evaluating the protesting Proposal.

41. The protest must contain the name, address and telephone number of the person or entity representing the protesting party.

42. The party filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Progressive Design-Builder's that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

43. The procedure and time limits set forth in this paragraph are mandatory and are the Progressive Design-Builder's sole and exclusive remedy in the event of Proposal protest. The Progressive Design-Builder's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal protest, including without limitation filing a government code claim or instituting legal proceedings. A Progressive Design-Builder may not rely on a protest submitted by another Progressive Design-Builder but must timely pursue its own protest.

#### **14.2. Organizational Conflict of Interest for Progressive Design-Build Projects**

1. This section establishes the organizational conflict-of-interest guidelines applicable to design-build projects procured pursuant to Public Contract Code Section 22185 et seq.

2. This section applies to all Consultants and Contractors that have entered into or wish to enter into contracts with the Tribe to perform Progressive Design-Build work.

3. Contractors and consultants participating as proposers (“Proposers”) on a design-build project or joining a design-build team may not have an organizational conflict of interest.

4. Organizational conflicts of interest are created by circumstances arising out of consultants’ or contractors’ existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in:

a. Impairment or potential impairment of consultants’ or contractors’ ability to render impartial assistance or advice to the Tribe or of their objectivity in performing work for the Tribe.

b. An unfair competitive advantage for any bidder or Proposer with respect to the Tribe’s procurement.

c. A perception or appearance of impropriety with respect to any of the Tribe’s procurements or contracts, or perception or appearance of unfair competitive advantage with respect to a procurement by the Tribe (irrespective of whether such perception is accurate).

d. Proposers having a conflict, or potential conflict, must immediately make a full written disclosure of the conflict to the Tribe Manager and shall have a continuing obligation to do so until they are no longer Proposers. If a Proposer determines that a potential conflict of interest exists, the Proposer’s disclosure will not necessarily disqualify the Proposer from being awarded a contract. The Proposer shall submit proposed measures to avoid, neutralize, or mitigate all potential or actual conflicts. The Tribe, at its sole discretion, shall determine whether an organizational conflict of interest exists and whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.

e. The successful Proposer to whom the contract is awarded (“Contractor”) has an ongoing obligation to monitor and disclose conflicts or potential conflicts of interest. The Tribe has the right to ongoing enforcement of this policy. If an organizational conflict of interest is discovered after the contract has been awarded, the Contractor must make an immediate and full written disclosure to the Tribe that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. If an organizational conflict of interest is determined to exist and the Contractor was aware of the organizational conflict of interest prior to award

of the contract and did not disclose the conflict, the Tribe may terminate the contract. If a conflict of interest arises after the contract award and the Contractor's proposed measures to avoid or mitigate the conflict are determined by the Tribe to be inadequate to protect the Tribe, the Tribe may terminate the contract. If the contract is terminated, the Tribe assumes no obligation, responsibility, or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor, and the Tribe shall be entitled to pursue any and all appropriate legal remedies.

f. This section shall be incorporated by reference into all design-build contracts executed by the Tribe.

**End of Request for Qualifications/Proposals**