

**OSNI PONCA LLC**  
**Ponca Smoke Signals - Carter Lake Retail Store Renovation**  
**Request for Proposal**

**Purpose**

- 1) Osni Ponca LLC, parent company of Ponca Smoke Signals LLC, seeks proposals from qualified construction firms to provide construction services for the Renovation and Remodel of Ponca Smoke Signal's Carter Lake, Iowa retail store. The project requirements will be based on the design concept and construction documents provided by Woodridge Consulting Architecture. Construction documents provided upon request.
- 2) The selected firm is expected provide professional services for proposed building and site improvements to include: relocation of existing building access point, partial reconfiguration of interior building spaces, any necessary electrical modifications, new exterior finishes, and new interior finishes.
- 3) This proposal shall be for all construction services associated with the proposed remodel and renovation of the Ponca Smoke Signals Carter Lake retail store facility, including any necessary site preparation, protection measures, and phasing required to allow for continued operation of the store.

**Project Site Location**

Ponca Smoke Signals Carter Lake Retail Store, located at 1001 Avenue 'H', Carter Lake, IA 51510

**Guidelines**

The Contractor will complete all construction improvements based on the Bid-Set Drawings produced by Woodridge Consulting Architecture along with any supporting documents. The construction shall be accomplished in accordance with: Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines (ADAAG/ABAAG), American Society of Mechanical Engineers (ASME) Uniform Mechanical Code, NFPA No. 90B and ASHRAE Standards, National Electrical Code (NFPA No. 70), Natural Resource Conservation Service (NCRS) and American Society of State Highway and Transportation Officials.

## **Definitions**

For the purposes of this Request for Proposal, the following definitions apply:

- “CONTRACTING OFFICER” - refers to the official designated by Osni Ponca LLC to act on behalf of the company as the primary point of contact for all communications, contractual matters, requests for information, change orders and project information to/from the Contractor regarding this project.
- “CONTRACTOR” - refers to an individual, group, consortium or team acting in concert to fulfill fulfill the requirements as specified in this RFP and the project documents.

## **Scope of Work**

Upon award of the project, the successful proposing Contractor, including subcontractors as necessary, shall attend a scheduled kick-off meeting at the project site. At this meeting the Contractor will have the opportunity to interface with the Architect and Contracting Officer on ideas and project content and direction. The Contracting Officer shall coordinate the work, collaboration and communication between the Architect and the Contractor as necessary. Contact info for all parties will be provided once the contract has been awarded.

In addition to the Scope of Work, the Contractor shall be responsible for a detailed weekly progress report to include an updated construction schedule along with any anticipated delays. Other Contractor responsibilities include the following:

- 1) **Project Administration:** Provide necessary project administration and coordination with the Contracting Officer to prepare for and attend any periodic or in-depth site inspections that may be conducted by the Contracting Officer or Architect related to project work, progress or records.
- 2) **Phasing:** Plan construction phasing to allow for continued operation of the retail business with as little impact as possible overall.
- 3) **Protection:** Contractor shall plan, coordinate, implement all necessary protection measures for retail employees and customers to be in place during construction. Contractor shall provide same for *all* retail business assets located within the facility in the form of equipment, furniture, documents, inventory, etc.
- 4) **Supplemental Agreements/Construction Change:** Contractor shall notify the Contracting Officer of the necessity of any Supplemental Agreements/Construction Changes, or Additional Pay Proposals. To the greatest extent possible, all such proposals

shall adhere to the “Average Unit Price” listing when possible. Contractor shall coordinate acceptance of prices with the Contracting Officer.

- 5) **Revisions to the Contract Documents:** Any proposed revisions to the contract plan documents or specifications will be submitted to the Contracting Officer for processing and approval. Any post-award change, whether partial or total replacement, shall include documentation to support requested revisions and any resulting changes to project cost. Proposal must be duly executed by Contractor and Contracting Officer.
- 6) **Protection of Existing Site:** Contractor will be responsible for ensuring the use of non-damaging equipment and construction practices that will forego damage to the site.
- 7) **Performance of Work:** All work shall be done in accordance with applicable local, city, state and national codes, ordinances and utility requirements. Construction shall be performed per current industry standards and practices using new materials to be approved by the Contracting Officer.
- 8) **Schedule of Work:** Once all preliminary documents have been granted approval, the Contractor shall mobilize to start the project as soon as possible. Other separate work undertaken by Contractor shall not supersede the requirements of this project.
- 9) **Material:** All materials supplied or used by the Contractor in the performance of work shall be approved by the Contracting Officer prior to build. Contractor shall submit all such materials for approval prior to the installation on the premises unless otherwise agreed or waived. All work and materials will be per the plans and specifications provided unless authorized in writing prior to start of work.
- 10) **Security:** Contractor shall be responsible for the safety, security, and condition of all materials, equipment and persons stored/working on the construction site and no stored or loose materials shall be deemed a part of the project until properly installed by the Contractor.

### **Bonding Requirements:**

1. The Contractor selected for the project will be required to furnish to the Owner bonds covering faithful performance of the contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the contract documents on the date of execution of the contract.

**Certificate of Insurance:**

The Contractor shall furnish to the Contracting Officer a certificate of minimum coverages and limits prior to commencement of work under the contract.

**Minimum Coverage's and Limits:**

Commercial General Liability Insurance:

- (a) Per occurrence \$1,000,000
- (b) General aggregate \$2,000,000
- (c) Products/completed operations aggregate \$1,000,000
- (d) Personal and advertising injury limit \$1,000,000

Employers' Liability Insurance Minimum Limit Requirements:

- (a) \$1,000,000 bodily injury by accident per accident
- (b) \$1,000,000 per bodily injury by disease policy limit
- (c) \$1,000,000 bodily injury by disease per employee

Auto Liability:

- (a) Per occurrence \$1,000,000
- (b) General aggregate \$2,000,000

Property:

Coverage limits sufficient to cover all materials, equipment and product utilized by the Contractor during the term of the contract, except to the extent a loss is covered by applicable insurance, risk of loss or damage to the project shall be upon the Contractor until the date of substantial completion, unless otherwise agreed to by the involved parties.

Other Insurance:

The successful Contractor shall be required to obtain and maintain in effect Owners' and Contractors' Protective Liability Insurance policy with limits equal to the limits on specified for Commercial General Liability Insurance, or limits as otherwise required by the Owner.

### **Submission of Response**

- 1) All response submittals shall be sealed and delivered to  
**Osni Ponca LLC**  
**Attn: Otto LaPointe**  
**2756 'O' Street**  
**Lincoln, NE 68510**
- 2) Submit two (2) copies of qualifications and bid proposals
- 3) The envelope must be clearly marked “**PSS Carter Lake Renovation**”
- 4) Must include:
  - a. 3 Year History with Similar Projects Including Professional References
  - b. Statement of Qualifications
  - c. Project Pricing
  - d. Project Schedule
  - e. Existing Condition Concerns
- 5) Proposal period shall consist of 30 (thirty) days

### **Content of Proposal**

- 1) Work in Similar Projects/Experience (25 Points)
  - a. Experiences Directly Related to the Proposed Project
  - b. Project Manager with Credentials
- 2) Price Submitted (50 Points)
  - a. Total Dollar Value
- 3) Scheduling (25 Points)
  - a. Start and End Dates
  - b. List of Current Projects and Availability

Osni Ponca LLC will rate each proposal by awarding categorical points. A maximum of one hundred (100) points may be awarded.

### **Request for Clarification (RFC)**

- 1) Bid-Set Documents will be provided to bidders who register company information for document accountability.
  - a. Please include: Firm Name, Address, Phone Number, Primary Contact
- 2) Any respondent's requiring clarifications of items in this RFP or requesting additional information must submit questions and comments along with company information to [olapointe@osniponca.com](mailto:olapointe@osniponca.com)
- 3) All RFCs' will be received by Osni Ponca by July 27, 2016 at 4:00 P.M. CDT

4) All RFCs' will be reviewed and responded to by August 1, 2013

**Contract Administration**

- All proposals shall be received by the Osni Ponca LLC no later than August 5, 2013 at 4:00 P.M. CDT. Proposals arriving after the specified date in this RFP shall not be considered. Each bidder assumes responsibility for timely submission of proposals.
- Withdrawals will be accepted as a written notice or in person and must be received prior to the date and time specified as the proposal deadline. Proposals shall be guaranteed for a period of ninety (90) calendar days from the date of receipt by Osni Ponca LLC.
- The Contractor awarded the Carter Lake Store Renovation project will enter into a Professional Service Agreement with Osni Ponca LLC.
- Osni Ponca LLC reserves the right to accept any proposal, to reject any and all proposals, and to call for new proposals.
- All time and expenses to produce the proposal are the responsibility of the Contractor and will in no way be obligations to Osni Ponca LLC.
- The successful bidder will be notified in writing by Osni Ponca LLC of the award of the contract within thirty (30) days after opening of bids.



*A Tribally Owned Limited Liability Company*

2756 'O' Street • Lincoln, NE 68510 • (P) 402.434.2127 • osniponca.com

## **CONTRACTOR PROPOSAL SUMMARY SHEET**

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

Contractor Phone: \_\_\_\_\_

Contractor Primary Contact: \_\_\_\_\_

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Authorized Signature of Contractor

Date