



# **THE PAIUTE INDIAN TRIBE OF UTAH**

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## **REQUEST FOR PROPOSAL (RFP) FOR ANCILLARY ENGINEERING SERVICES FOR THE CEDAR BAND TRAVEL PLAZA**

**PAIUTE INDIAN TRIBE OF UTAH  
440 NORTH PAIUTE DRIVE  
CEDAR CITY, UT 84721**

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## **1. SUMMARY AND BACKGROUND**

The Paiute Indian Tribe of Utah (hereinafter referred to as, the “Tribe” or “PITU”) has been awarded an Indian Community Development Block Grant (ICDBG) for the construction of a travel plaza economic development project for the Cedar Band of Paiutes.

The Paiute Indian Tribe of Utah is seeking proposals from qualified Engineering Firms who are able to provide professional engineering services, construction material testing, International Building Code Inspections, and reports. In addition, Firms must work in close cooperation with other project engineers, the Cedar Band of Paiutes personnel and their designated representatives.

## **2. PROPOSAL GUIDELINES**

This Request for Proposal represents the solicitation for competitive proposals. Proposals will be accepted according to the timeline established in Section 5 of this RFP. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal including the name of the contractor and the description of the work being outsourced.

Contract terms and conditions will be negotiated upon the selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the Paiute Indian Tribe of Utah and the Cedar Band of Paiutes legal departments and will include scope, budget, schedule, and other necessary items pertaining to the project.

## **3. PROJECT DESCRIPTION**

The project area is located on the northwest side of the I-15 Frontage Road off the northwest side of exit 51. The location is about eight miles south of Cedar City Utah, along I-15. The project consists of the construction of a new 3802 square foot, one-story, full-service travel plaza, on a 4.6-acre parcel. The plaza will consist of a Native American smoke shop, convenience store, cultural gift shop, 12 Tesla charging stations, and fuel pumps. The planned facility will be designed with utilities sized and installed to supply any future phased additions.

## **4. PROJECT SCOPE OF WORK**

### **Ancillary Engineering Services:**

The proposed scope of work for ancillary engineering services are as follows:

1. Provide construction materials testing and International Building Code (IBC) required special inspection and reporting services to include:
  - a. Materials testing.
  - b. Drainage elements.

- c. Concrete testing of building and site concrete elements, including air content, slump, and compressive strength.
  - d. Asphalt testing, including burn offs and densities.
  - e. Structural steel and field weld testing.
2. International Building Code (IBC) required special inspections:
- a. Concrete special inspections, including verification of concrete forming dimensions prior to placement, required concrete thicknesses and geometry, proper concrete mix from batch tickets, placement of rebar, and conformance with cold and hot weather concreting requirements.
  - b. Masonry special inspections, including verification of dimensions, rebar placement, grout and mortar materials, and grout placement.

## **5. REQUEST FOR PROPOSAL AND PROJECT TIMELINE**

### **Request for Proposal Timeline:**

All proposals in response to this RFP are due no later than 5:00 p.m. (MDT) on Friday, September 20, 2019.

The Tribe is only accepting electronic proposals. All proposals must be sent to [proposals@utahpaiutes.org](mailto:proposals@utahpaiutes.org) with the subject Ancillary Engineering Services Proposal

Evaluation of proposals will be conducted on Monday, September 23, 2019. If additional information or discussions are needed with any bidders during this one-day evaluation window, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than Tuesday, September 24, 2019.

Upon notification, the contract negotiation with the winning bidder will begin immediately. Contract negotiations will be completed no later than Thursday, September 26, 2019.

Notifications to bidders, who were not selected, will be completed by Friday, September 27, 2019.

The winning bidder will be expected to commence work no later than Monday, September 30, 2019.

### **Project Timeline:**

Project deliverables must be timely completed pursuant to the general contractor's timeline and advisement for the completion of the ancillary engineering services.

## **6. BUDGET**

All proposals must include proposed costs to complete the tasks described in the project scope and a schedule for payment

1. All costs must be all-inclusive and itemized to include an explanation of all proposed fees and costs and include any outsourced or contracted work.

## **7. HUD FUNDED PROJECT ACKNOWLEDGEMENT**

The Tribe wants to be certain that bidders are aware that the source of funds for this ICDBG funded project is HUD. HUD has laid out the General Conditions it applies to most projects here: <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370.pdf>

All proposals must include a confirmation statement indicating that your company has reviewed all federal guidelines and regulations for a HUD funded construction project and can certify to PITU that your company will maintain that compliance.

## **8. INDIAN PREFERENCE REQUIREMENTS:**

1. The work to be performed under this proposal is subject to Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450 e (b)). Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.
2. The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act.
3. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations or Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
4. The contractor shall include this section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient that the subcontractor has violated the section 7(b) clause of the Indian Act.

## **9. MISCELLANEOUS**

1. The Paiute Indian Tribe of Utah reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the Tribe's sole judgment, best meets the requirements of the project in accordance with the evaluation criteria mentioned above.
2. The RFP creates no obligation on the part of the Tribe to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The Tribe reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The Tribe further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the Tribe may request.

4. The successful proposer awarded said contract will be subject to the Paiute Indian Tribe of Utah's procurement policies and procedures, codes and ordinances.
5. The Paiute Indian Tribe of Utah is a sovereign Indian tribe organized pursuant to the Indian Reorganization Act of June 18, 1934, as amended, operating in accordance with terms and conditions of the Tribal Constitution and By-Laws, approved July 15, 1991, as amended.
6. The Paiute Indian Tribe of Utah, including all departments, political subdivisions, officers, employees, and the Tribal Council are absolutely immune from lawsuits or claims of any kind. Due to PITU's sovereign immunity from suit, no claim, suit, or action of any kind may be brought against PITU. Nothing in this Request for Proposal constitutes a waiver of PITU's sovereign immunity from suit.