

## **REQUEST FOR PROPOSALS DESIGN-BUILD SERVICES**

**Project:** Walker River Paiute Tribe Child Care Development Fund (CCDF) Facility Location: Schurz, Nevada Issue Date: May 19, 2026 Submission Deadline: June 12, 2026

**Prepared By:** Hozhonigo Consulting LLC Acting as Project Management Consultant (PMC) on behalf of the Inter-Tribal Council of Nevada and the Walker River Paiute Tribe.

A. INTRODUCTION AND PROJECT DESCRIPTION.....	3
B. GENERAL INSTRUCTIONS TO PROPOSERS.....	4
C. PROPOSAL FORMAT AND REQUIREMENTS.....	5
D. GENERAL DESIGN-BUILD SCOPE OF SERVICES.....	8
E. EVALUATION AND SELECTION CRITERIA.....	11
F. GENERAL TERMS AND CONDITIONS.....	12

## A. INTRODUCTION AND PROJECT DESCRIPTION

The Inter-Tribal Council of Nevada (ITCN), formed under the laws of the State of Nevada on February 23, 1966, is a 501(c)(3) nonprofit tribal organization that administers various state and federal programs for the benefit of its twenty-eight member tribes. In partnership with the Walker River Paiute Tribe, ITCN issues this Request for Proposals to select a qualified Design-Build firm for a new childcare facility located on the Walker River Paiute Reservation in Schurz, Nevada.

This project is funded through the Child Care Development Fund (CCDF), supported by American Rescue Plan (ARP) and Child Care Development Block Grant (CCDBG) discretionary funds totaling approximately \$2-2.5 million.

The successful firm will design and construct a fully compliant, approximately 6,600-square-foot childcare facility. We recognize that recent inflation and supply chain volatility heavily impact preliminary estimates; therefore, value engineering around the final square footage and facility finishes is expected and permitted, provided the core programmatic childcare needs are met within the fixed budget.

The total available project funding is approximately \$2-2.5 million. The selected Design-Build firm shall deliver a complete, fully operational childcare facility within this budget. This procurement is for a **single Design-Build contract** that includes all design, construction, site development, and furniture, fixtures, and equipment (FF&E) required to deliver a functional facility. Proposers are expected to utilize value engineering, scope optimization, and cost control measures to align the project with the available funding. Proposals that do not demonstrate a clear approach to delivering the project within the stated budget may be deemed non-responsive.

Project assessments, surveys, maps, and required childcare facility design elements are addenda to this RFP, and are available from a public Google Drive:

[Public Share - Google Drive](https://drive.google.com/drive/folders/1bX6nnoBE8pRmNovpfC0N05QfSugMZWvq)

<https://drive.google.com/drive/folders/1bX6nnoBE8pRmNovpfC0N05QfSugMZWvq>

Please download and review these documents.

## B. GENERAL INSTRUCTIONS TO PROPOSERS

1. **Schedule of Events.** The following schedule represents the required timeline to ensure compliance with federal funding expenditure deadlines. Proposing firms must be capable of meeting the aggressive design and financial milestones listed below:

- **Deadline for Questions: May 29, 2026**
- **Responses to all Questions Sent via Email: June 5, 2026**
- **Proposals Due: Friday, June 12, 2026 at 5:00 PM Pacific Time**
- Approximate Award Announcement: **June 26, 2026**
- Contract Execution and Kickoff: **July 2026**
- 50 Percent Design Submission: **August 2026**
- **90 Percent Design and Final GMP Submission: September 2026**
- Retainer Established: **September 2026**
- Federal Fund Encumbrance Hard Deadline: \$1.5 million of construction budget as a retainer to the awarded firm based on the GMP: **September 30, 2026.**
- Construction completion, building turnover, and formal expense reporting: **March 2027.**

2. **Submission Method**

- 2.1. All correspondence, questions, and materials for submission must be sent via email to POC: **Zack Haynes, [zack@hozhonigo.com](mailto:zack@hozhonigo.com).**
  - 2.1.1. Correspondence with ITCN, the Walker River Paiute Tribe, or other members of the funding or development team related to this bid is prohibited. Attempts to discuss this bid or submit materials to someone other than to the POC will result in disqualification for your firm from this opportunity.
  - 2.1.2. Questions regarding this proposal must be submitted via email to the POC by May 29, 2026. Answers will be provided in a summary email to all firms who proposed a question or have indicated interest in participating on or before June 5, 2026.
  - 2.1.3. **All proposal content must be submitted via email as a single PDF (Portable Document Format).** Proposals that cannot be opened using the current version of Adobe Acrobat under normal user conditions will not be evaluated. For security reasons, links to external file shares will not be evaluated in email or proposal content.
  - 2.1.4. **Proposals received via email after Friday, June 12, 2026 5:00 PM Pacific Time will not be evaluated.**

## C. PROPOSAL FORMAT AND REQUIREMENTS

To streamline the evaluation process, proposals must be clear, concise, and limited to a maximum of twenty-five (25) single-sided pages. The "Required Attachments" listed in Section C.7 are excluded from this page limit.

Proposals must be submitted in the exact sequential order outlined below. Firms that deviate from this structure, fail to address specific federal requirements, provide overly verbose responses, or submit pricing that does not directly and specifically align with the proposed scope of work and staffing plan will be penalized during scoring.

1. **Letter of Interest.** Include the firm name, size, and impact through similar projects working with tribe and native communities, contact information, and a definitive statement confirming the firm's capacity to meet the September 30, 2026, funding encumbrance deadline for the initial \$1.5 million as a prepayment retainer for construction pursuant to the GMP. Remaining funds up to the approximately \$2.5 million budget will be encumbered past this date.
2. **Firm Profile and Relevant Experience.** Detail the firm's history and structure. Provide three examples of previous design-build projects of similar size and scope. Explicitly highlight experience working on sovereign tribal lands and managing federally funded projects governed by 2 CFR Part 200 and federal grant requirements related to reporting, transparency, and compliance.
3. **Project Team and Capacity.** Identify the key personnel assigned to this project (e.g., Project Manager, Lead Architect, Field Superintendent). Detail their specific responsibilities and the percentage of their time dedicated to this build. Note how your team will collaborate with the on-site Local Builder's Representative. Please defer to attached resumes for bio and history as content provided in this section will count towards the total page limit. Instead focus on the roles, responsibilities, and collaboration involved between team members and the project.
4. **Project Approach and Schedule.** Outline your methodology for moving from the provided conceptual designs (Addendum A) to a final Guaranteed Maximum Price (GMP) and construction.
  - 4.1. You must specifically address how your team will compress the design review phases to meet the design, GMP, and the retainer encumbrance deadline for \$1.5 million of the proposed budget by September 30, 2026.
  - 4.2. We aim for construction to be completed and building received by the Walker River Paiute Tribe by no later than March, 2027. Address construction schedule considerations for this timeline and geography.
  - 4.3. Your narrative must explicitly address how the firm will manage project timeline and cost risks, specifically mitigating supply chain delays and cost escalation or material and supply disruption.

5. **Fiscal Management and Retainer Methodology:** Proposers shall provide a signed certification from their CFO, Treasurer, or designated financial official with authority to bind the Firm confirming the Firm's internal controls and accounting systems meet the standards of 2 CFR § 200.302. This letter should reference and attest to the statements made in the narrative response requested below in section 5.1. *This signed certification letter attachment does not count towards the 25 narrative page maximum.*

5.1. In addition to the CFO statement the proposer must provide a narrative description (maximum 2 pages, counting towards the 25 page total) of their proposed retainer management structure. This narrative must address:

5.1.1. The use of a segregated, interest-bearing project-specific account.

5.1.2. The internal workflow for monthly draws against this account that include granular documentation of all draws (timesheets, invoices, and material receipts) in conformance with GAAP or stated equivalent standard.

5.1.3. The firm's approach to retain all records related to draws against this account including granular documentation in an electronically discoverable, non-proprietary, searchable format until December 31, 2034 in accordance with 2 CFR § 200.334 (3-year real property retention) and Nevada state law with regards to payroll records (7-year retention).

5.1.4. The firm's process for tracking and remitting interest earned on federal balances in accordance with 2 CFR § 200.305(b)(9).

5.1.5. Written statement that firm, upon award, will be capable of furnishing all items required, and committing to all contractual terms listed in Section F - General Terms and Conditions.

6. **Cost Proposal.** Provide a fee structure for the Pre-Construction and Design phase and a **preliminary** indication of construction phase overhead and profit as a percentage of project cost, based on the firm's typical approach for similar projects. **The cost proposal is expected to be conceptual, based on the proposer's experience and preliminary assumptions which should be clearly defined and articulated.** Final pricing will be developed during design and formalized in the Guaranteed Maximum Price (GMP).

6.1. Include estimated allocations based on similar projects for:

- Building construction
- Site development
- Furniture, Fixtures, and Equipment (FF&E)
- Pre-construction and design services
- Contractor overhead and profit
- Contingency

6.2. Required Details:

- 6.2.1. Costs must be clearly separated to support federal funding compliance.
- 6.2.2. Identify your assumptions and estimates based on prior work so that we can understand and evaluate your approach to determining a fixed GMP on this timeline.
- 6.2.3. All pricing shall include the mandatory 3% Walker River Paiute Tribe TERO fee.
- 6.2.4. Describe the reserve percentage or method of calculating contingency, and your approach to proactively managing cost escalation and mitigating current material and labor supply, pricing, and structural risks.

7. **Required Attachments (Excluded from Page Limit).** The following addenda must be attached at the end of the proposal:

- 7.1. Resumes of all key personnel listed in Section C.3.
- 7.2. Copies of active State of Nevada professional licenses for the Lead Architect and Professional Engineer(s) of record. See Section F. General Terms and Conditions for detail.
- 7.3. A letter from a surety company licensed in the State of Nevada confirming the firm's capacity to furnish the following bonds during contract finalization.
  - A bid guarantee equivalent to five percent (5%) of the contract price
  - A performance bond for one hundred percent (100%) of the contract price
  - A payment bond for one hundred percent (100%) of the contract price

The selected firm will be required to provide all required bonds prior to final contract execution in accordance with 2 CFR § 200.326.

- 7.4. Statement on letterhead for your firm, signed by your financially controlling officer (CFO, treasurer, or equivalent) as indicated in Section C.5. (Note this attestation is in addition to and should reflect the narrative components listed in section C.5)
- 7.5. SAM.gov Unique Entity ID (UEI) and a signed certification that the firm is not suspended or debarred from receiving federal funds.
- 7.6. Applicable certifications for Tribal Preference, Minority, or Women-Owned Small Business status.

## D. GENERAL DESIGN-BUILD SCOPE OF SERVICES

ITCN will establish the final scope of services in the signed agreement with the selected design-build firm. The Design-Build firm shall report directly to the Project Management Consultant (PMC), who will serve as the Owner's Representative and be responsible for day-to-day project management, coordination, communication, and oversight.

The Inter-Tribal Council of Nevada (ITCN) and the Walker River Paiute Tribe will provide executive-level oversight, milestone approvals, and final acceptance, but will not be involved in daily project management activities.

The Design-Build firm shall deliver a fully functional, code-compliant childcare facility located in Schurz, Nevada.

The conceptual size is approximately 6,600 SF; however, the firm is expected to adjust building size, layout, and finishes as necessary to meet budget constraints while maintaining required program functionality and licensing compliance.

The completed facility must be suitable for immediate occupancy and operation.

- 
1. **Pre-Construction and Design Services.** The responding firm participates as an integral member of the project team. Deliverables include:
    - 1.1. **Project Scope and Performance Requirements.** At minimum, the project shall include:
      - 1.1.1. Classrooms for infant, toddler, preschool, and after-school programs
      - 1.1.2. Multipurpose and/or cultural use space
      - 1.1.3. Administrative and office areas
      - 1.1.4. Kitchen and/or food preparation area
      - 1.1.5. Restrooms and required support spaces
      - 1.1.6. Secure reception and controlled entry
      - 1.1.7. A functional outdoor play area with appropriate surfacing, shade, fencing, and play equipment
      - 1.1.8. The facility shall include all building systems required for a complete, code-compliant, and operational facility, including mechanical, plumbing, electrical, fire/life safety, and security systems.
      - 1.1.9. A backup generator shall be provided to support life-safety and critical building systems. Proposers shall identify generator assumptions and supported loads.
      - 1.1.10. Furniture, fixtures, and equipment (FF&E) necessary to make the facility fully operational shall be included in the project scope and priced separately from construction.

- 1.1.11. Site improvements shall include:
  - 1.1.11.1. Parking and drop-off areas as required
  - 1.1.11.2. ADA-compliant access
  - 1.1.11.3. Perimeter fencing and site security
  - 1.1.11.4. Exterior lighting
  - 1.1.11.5. Utility connections
- 1.2. **Design Milestone Packages.** The firm will refine existing conceptual plans to produce complete stamped architectural, structural, civil, and MEP drawings, incorporating accepted value engineering to maximize the budget.
  - 1.2.1. **50 percent design package.** Submission for program functionality, classroom requirements, and tribal aesthetic review.
  - 1.2.2. **90 percent design package.** Final technical submission and finalized project costs.
- 1.3. **Review Period.** Following each design milestone, the firm must provide a dedicated window for formal review and feedback by ITCN leadership and the Walker River Tribal Council. Respondents should account for ample time in their master schedule for these approvals. Sovereign tribal governance protocols often require extended response windows.
- 1.4. **Utility and Site Coordination.** The firm is responsible for all negotiations for service and the physical extension of water, sewer, electrical, and data lines to the project site.
- 1.5. ITCN recognizes that this Project is being procured using a progressive design-build delivery approach in which design development, constructability review, value engineering, and budgeting will occur collaboratively during preconstruction services. Proposers are expected to demonstrate the capability to deliver a complete, fully operational facility within the Project budget, schedule, and funding constraints described in this solicitation.
2. **Guaranteed Maximum Price (GMP).** Upon completion and approval of the design phase, the firm will submit a final GMP proposal reflecting the entire cost, scope, and quality intent of the project for ITCN's acceptance.
  - 2.1. **Grant Funding and Retainer Management.** This project is supported by federal funds. To remain compliant with federal expenditure deadlines, the firm follows this financial structure:
  - 2.2. **Formal Retainer.** Upon approval of the final design and GMP, a formal retainer will be established as a written fee agreement defining the funds as an advance payment deposited into a trust account covering future services as described in the GMP.

- 2.3. **Compliant Fund Management.** The firm will manage fund draws from the retainer vehicle in strict compliance with federal grant standards, ensuring mechanisms are in place to prevent unauthorized advance payments.
  - 2.4. **Detailed Monthly Invoicing.** The firm must provide detailed monthly invoices in arrears to execute a draw. Each invoice must include granular line-item breakdowns of staff time, materials, and subcontractor costs to support federal audit readiness.
3. **Construction Services**
- If ITCN accepts the GMP proposal, the firm executes the construction management, field supervision, and quality control necessary to complete the facility. Construction scope shall include all building systems, site improvements, FF&E installation, and backup generator required to deliver a complete and operational facility.
- 3.1. **Periodic Inspections.** The Project Management Consultant (PMC) will perform periodic site visits and milestone-based completion inspections for the purpose of monitoring project progress, schedule, and general conformance with the contract documents. PMC activities are not intended to serve as code inspections and do not relieve the Design-Build firm of full responsibility for construction quality, compliance, and inspection coordination.
  - 3.2. **3rd party Inspections:** The Design-Build firm shall be fully responsible for coordinating and obtaining all inspections required to achieve code compliance and occupancy, including engagement of appropriate third-party inspectors and/or the authority having jurisdiction. All costs associated with required inspections shall be included in the firm's proposal. The Design-Build firm retains full responsibility for construction quality, compliance, and successful completion of all inspections.
  - 3.3. **Fixtures Furniture and Equipment:** The budget for this project includes student and toddler furniture, office furniture, and other fixtures to make the building functional. The firm will estimate in their cost proposal the planning, design, selection, procurement process, and installation of this furniture to complete the project. Detail on this cost and total budget for the furniture will evolve during the pre-design and value engineering phases of the GMP, our aim here is to understand the capacity and soft costs associated with your support of the FF&E needs to deliver a completed, usable building.
  - 3.4. **90 percent Completion.** At 90 percent construction completion, the firm conducts a site walk-through with the PMC to develop a final punch-list.
  - 3.5. **Final Acceptance.** Formal facility acceptance requires a final walk-through and signed approval by the Walker River Paiute Tribe, the PMC, and ITCN leadership.

#### **4. Reporting and Project Closeout**

- 4.1. **Grant Reporting.** The firm provides detailed narrative responses and project data as requested by the PMC to assist in the development of the grant's final performance and financial reports.
- 4.2. **Project Closeout.** Delivery of all warranties with a minimum of two years, operations and maintenance manuals, record drawings, and final lien waivers.

#### **E. EVALUATION AND SELECTION CRITERIA**

Proposals will be co-scored by an evaluation committee comprising representatives from ITCN, the Walker River Tribal Council, and the PMC. Scoring will be based on a 100-point scale:

1. Relevant Tribal and Federal Experience (25 Points)
2. Project Approach, Value Engineering, and Ability to Mitigate Schedule/Cost Risks (25 Points)
3. Financial Capacity and Compliance Methodology (25 Points)
4. Cost Proposal, Detail Alignment, Contingency Planning, and Value (15 Points)
5. Native/Tribal Ownership & Management Preference (10 Points)

## F. GENERAL TERMS AND CONDITIONS

1. **Right of Rejection:** The Tribe reserves the right to accept or reject any or all responses to this RFP and to enter into discussions or negotiations with one or more qualified Proposing Firms if such action is in the best interest of the Tribe.
  - 1.1. **Reservation of Rights:** ITCN reserves the right to waive minor informalities, request clarifications, reject any or all proposals, cancel this solicitation, reissue this Request for Proposals, or negotiate modifications to proposals in the best interest of the project.
2. **Federal Compliance and Bonding Requirements:** For purposes of this procurement, responses to this RFP are considered proposals and not binding bids. The bonding requirements outlined below shall be satisfied by the selected firm prior to contract award. Because this project is funded by federal grants, the successful firm must strictly comply with the uniform administrative requirements, cost principles, and audit requirements for federal awards codified at 2 CFR § 200.318 through § 200.327. This specifically includes the mandatory bonding provisions **to be provided at issue of the formal contract** as set forth in 2 CFR § 200.326(a)-(c):
  - 2.1. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price (2 CFR § 200.326(a)).
  - 2.2. A performance bond on the part of the contractor for 100 percent (100%) of the contract price (2 CFR § 200.326(b)), as well as the full amount of the prepayment retainer (2 CFR § 200.305).
  - 2.3. A payment bond on the part of the contractor for 100 percent (100%) of the contract price (2 CFR § 200.326(c)), as well as the full amount of the prepayment retainer (2 CFR § 200.305).
3. **Insurance Requirements.** The Contractor shall, at its own expense, maintain the following insurance coverage for the duration of the project. All policies must be issued by companies authorized to do business in the relevant jurisdiction with an A.M. Best rating of A- or better.
  - 3.1. **Workers' Compensation and Employer's Liability:** Statutory limits as required by law. Employer's Liability shall have limits of not less than \$1,000,000.
  - 3.2. **Commercial General Liability (CGL):** Covering all operations, including premises-operations, products/completed operations, and independent contractors.
    - 3.2.1. **Per Occurrence:** \$1,000,000.
    - 3.2.2. **General Aggregate:** \$2,000,000 (standard for construction-related risks).

- 3.3. **Automobile Liability:** Covering all owned, non-owned, and hired vehicles.
  - 3.3.1. **Combined Single Limit:** \$1,000,000 per occurrence.
- 3.4. **Excess/Umbrella Liability:** For construction-scale projects, an additional "layer" is standard.
  - 3.4.1. **Limit:** Minimum \$2M, subject to adjustment during contract negotiation.
- 3.5. **Professional Liability (Errors & Omissions):** If the scope includes design-build or engineering.
  - 3.5.1. **Limit:** \$1,000,000 per claim.
- 3.6. **Certificate of Insurance (COI) Instructions:** To ensure the Tribe is protected, the following "Additional Insured" language is required on the certificate:
  - 3.6.1. **Additional Insured Status:** The Inter-Tribal Council of Nevada (ITCN), its officers, officials, employees, and volunteers are to be covered as **Additional Insureds** on the CGL and Automobile Liability policies.
  - 3.6.2. **Primary/Non-Contributory:** The Contractor's insurance shall be primary, and any insurance or self-insurance maintained by ITCN shall be in excess and non-contributory.
  - 3.6.3. **Waiver of Subrogation:** Contractor and their insurers shall waive all rights of subrogation against ITCN for losses arising from work performed.
  - 3.6.4. **Notice of Cancellation:** Contractor's insurer shall provide at least thirty (30) days' written notice to ITCN prior to any cancellation or material change in coverage.
- 4. **Federal Grant Contract Requirements:** The final executed contract will include all applicable provisions outlined in 2 CFR Part 200, Appendix II, including but not limited to the Equal Employment Opportunity clause, the Contract Work Hours and Safety Standards Act, the Clean Air Act, and the Byrd Anti-Lobbying Amendment, and Davis-Bacon Act.
- 5. **Retainer Contract Provisions:** The final contract shall be developed in coordination with the PMC, ITCN, and the Walker River Tribe and will incorporate a 'Master Retainer Agreement.' Per 2 CFR § 200.305 that will include the following:
  - 5.1. **Federal Property:** All pre-paid funds are considered Federal Award property until the point of disbursement for allowable costs.
  - 5.2. **Bonding:** The Performance and Payment Bonds required under Section F.2 must be issued at a value inclusive of the pre-paid retainer.
  - 5.3. **Audit Access:** ITCN, the Walker River Paiute Tribe, and Federal Awarding Agencies reserve the right to audit the retainer account and all related fiscal records at any time without prior notice.

- 5.4. **Disallowed Costs:** Any funds drawn from the retainer for costs later determined to be 'unallowable' under 2 CFR 200 Subpart E must be reimbursed to the retainer account by the firm within 30 days.
  
6. **Tribal Sovereignty, Business License, and TERO:** The Walker River Paiute Tribe retains all sovereign rights. The successful firm must comply with all applicable tribal laws, including but not limited to:
  - 6.1. Securing a Walker River Paiute Tribe Business License prior to the commencement of any work on the reservation.
  
  - 6.2. Compliance with the Tribal Employment Rights Office (TERO) Ordinance, which requires Indian Preference in hiring and contracting, and payment of the mandatory 3% TERO fee on the total construction contract amount.
  
7. **Cost of Proposals:** Expenses incurred in preparing proposals in response to this RFP are the Proposing Firm's sole responsibility. ITCN and the Walker River Paiute Tribe assume no responsibility for payment of any expenses incurred by any firm as part of the RFP process.