

**Lac du Flambeau Band of
Lake Superior Chippewa Indians
and
Peter Christensen Health Center**



REQUEST FOR QUALIFICATIONS
for
**CONSTRUCTION MANAGER AT RISK
SERVICES**

RFQ NO. 26-PCHC-107

1. INTRODUCTION

The Lac du Flambeau Band of Lake Superior Chippewa Indians has occupied the Lac du Flambeau area in Northern Wisconsin since 1745, when Chief Kewaskum led the band to the area. The Lac du Flambeau Reservation was established more than a century later, by the Treaty of 1854. The Lac du Flambeau Reservation has 260 lakes, 65 miles of streams, lakes and rivers, and 24,000 acres of wetlands. The name *Lac du Flambeau* translates to *Lake of the Torches*, and was given to the Tribe by the French traders and trappers who visited the area in the 1800's. The name refers to the Tribe's gathering practice of harvesting fish at night by torchlight. The French traders and trappers would watch from the lakeshore as skilled Ojibwa spearmen in birch bark canoes harvested walleyes and muskies by the light of their flaming torches. The Lac du Flambeau Band of Lake Superior Chippewa Indians (hereinafter referred to as the "Tribe") is a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 5123 *et. seq.* As a Sovereign Nation, the Tribe provides all necessary public services to its members and residents of its reservation, including health care. Other services provided by the Tribe include public works, planning and development, elder services programs, police, natural resources, day care, head start, recreational and educational services, protective services for children, an emergency shelter and a Tribal Court system.

Pursuant to its Constitution, the Tribe is governed by a Tribal Council comprised of twelve elected members, including the Tribal President, Vice President, Secretary and Treasurer. Article VI of the Constitution sets forth the powers and responsibilities of the Tribal Council, and Section 1(a) of Article VI imposes upon the Tribal Council the duty to ". . . protect the health, security, and general welfare of the Tribe." Consistent with that solemn, sacred duty, the Tribe's Mission Statement, which appears on the Tribal website, is: "*To provide leadership for the betterment of tribal membership and descendants in the areas of health, education, welfare, economic/job development and the protection of natural resources.*"

Provision of quality health care services to its enrolled members, descendants, and the Tribal community has long been a priority of the Tribe. A small health clinic was initially established in the Tribe's Community Center facility. However, the space was soon outgrown, due to high patient volume and increased staffing needs. In 2009, the Tribe completed construction of the 26,000 square foot Peter Christensen Health Center (hereinafter referred to as "PCHC" or "Owner"), at 129 Old Abe Road in Lac du Flambeau, to better provide for the health care needs of the community. It was initially thought that the size of the state-of-the-art facility was ample, and that it would enable the Tribe to provide quality health care services far into the future. However, since 2009 the health care needs of the Lac du Flambeau community, including the Tribe's 1,000 employees, have increased significantly, and, in response, the Tribe has expanded the services provided by PCHC so that, today, the comprehensive health center's programs include General Medicine/Family Practice, Geriatrics, Health Information Management, Immunizations, Dental, Laboratory, Nutritional Counseling, Optometry Services, Pharmacy, Physical/Occupational Therapy, Chiropractic, Podiatry, Prenatal Care, Radiology including Mammograms, Ultrasound, Mobile MRI and Administration and Support Services. Mental health and behavioral health services are also provided, but are currently housed in a separate building.

Due to the incorporation of comprehensive health services in response to the increases in patient volumes and patient health care needs, PCHC has essentially run out of space. The current facility is undersized, and lacks capacity to continue to offer the appropriate range of health care services to adequately serve its service area user population. It also lacks adequate space for maintenance and storage.

Recognizing that the increasing health care services needed by the community and provided by PCHC would ultimately necessitate construction of a new clinic or expansion of the existing physical facility, the Tribe began to plan and budget for the eventuality several years ago. After assessing spatial needs and considering all options, it was determined that construction of an addition to the current clinic facility and renovation of the current facility as necessary would provide the most practical and cost effective solution to the space deficits and related issues presently faced by PCHC. After issuance of a Request for Proposals, PCHC engaged the services of Damberg Scott Gerzina Wagner Architects, Inc. and the expansion project is now in the design phase. It is anticipated that the project will include approximately 37,000 square feet of new construction, 9,500 square feet of interior renovations, and construction of a new 6,000 square foot maintenance building, as well as site and utilities improvements.

TO REGISTER ON THE PLAN HOLDER LIST, CONTACT DSGW ARCHITECTURE AS FOLLOWS: Dawn Rowan, drowan@dsgw.com; 218-727-2626.

2. PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Statements of Qualifications and Cost Proposals for Construction Management services to renovate and expand the existing Peter Christensen Health Center, located at 129 Old Abe Road, Lac du Flambeau, Wisconsin, during the design, construction and post-construction phases of its expansion project (hereinafter referred to as the "Project"). Project scope is defined as four expansions onto the existing facility as outlined in attached exhibits provided by DSGW Architecture (See Exhibit A). Project scope includes interior renovations to existing interior environments, demolition of one existing free standing structure, abandonment of an existing roadway, and reconstruction of new site as exhibited in the attached drawings. The total project budget is approximately \$25 million.

The Tribe's intent is to have a Construction Manager selected, and a Professional Services Agreement signed by the end of May, 2026. The selected Construction Manager and the Tribe will then work together to establish a master schedule for the project. Upon completion of the project design, bid documents will be prepared and a Request for Proposals will be issued for a general contractor for the construction phase. Services required from sub-contractors will be procured through a public advertisement and competitive bid selection process. The Tribe reserves the right to approve any and all sub-contractors. It is the goal of the Tribe to have construction started in the Fall of 2026.

The successful bidder (Construction Manager) will provide professional project management services aligned to industry standards with respect to design, project scope, schedule and budget management, cost estimating, stakeholder management, communication, risk management and mitigation, and quality management. The Construction Manager will provide day-to-day construction oversight and will be responsible for monitoring progress on all aspects of the project in every phase to ensure that the project is completed at the lowest possible cost and highest degree of functionality and quality. The Construction Manager will also assist the Tribe in coordinating and managing a program for the direct purchase of materials by the Tribe to take advantage of the Tribe's tax-exempt status.

Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel. It is anticipated that this RFQ will result in a single contract being awarded to a firm or individual insured and authorized to conduct business in the State of Wisconsin, with proven experience and demonstrated ability to meet the specific requirements set forth in this RFQ. All work must be performed to the satisfaction of the Tribe and in compliance with the specifications, Scope of Services and conditions set forth in this RFQ and the contract entered into by and between the parties. The successful submitter (Construction Manager) will be expected and required to adhere to every term of this RFQ and the contract between the parties and perform the required functions with expertise, knowledge and competence with minimal monitoring by the Tribe.

This RFQ does not commit the Tribe to accept any proposal submitted. The Tribe reserves without limitation the right to reject any or all proposals; the right to accept or reject any or all items in any proposal; and the right to accept or reject any or all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional proposals, or proposals which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the instructions to submitters set forth throughout this RFQ. The lowest bidder may not be the successful bidder. The Tribe reserves the right to select the submitter whose proposal and qualifications are most advantageous to the Tribe. The Tribe reserves the right to negotiate with any and all submitters any and all parts of the proposals received, including, but not limited to, cost, scope of services, and other relevant details and to accept the proposal most advantageous to, and in the best interest of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFQ. The terms "proposer," "vendor," "bidder," "submitter" and "respondent" are used interchangeably throughout this RFQ and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFQ. The term "RFQ" includes any and all addenda and amendments thereto. Unless proscribed by the context, any reference in this RFQ to the Peter Christensen Health Center (hereinafter referred to as "PCHC") shall include the Lac du Flambeau Band of Lake Superior Chippewa Indians, i.e., the "Tribe", and any reference to the Tribe shall include the Peter Christensen Health Center, i.e. "PCHC."

3. RFQ ADMINISTRATIVE PROCEDURES

3.1 RFQ CONTACT/CONTRACT ADMINISTRATOR. The individual named below is the PCHC Contract Administrator who will be responsible for administration of the Construction Manager Contract entered into by and between the successful submitter and the Tribe. The PCHC Contract Administrator shall be the sole point of contact regarding this RFQ from the date of issuance until selection of the successful submitter, except that the PCHC Contract Administrator may refer prospective submitters to the engaged Architectural Firm for technical information if appropriate. To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFQ until announcement of the successful submitter, submitters may contact only the RFQ Contact. The RFQ Contact/Contract Administrator will respond only to questions submitted in writing to the RFQ Contact/Contract Administrator in accordance with this RFQ. In the event that a submitter or someone acting on the submitter's behalf attempts to discuss this RFQ verbally or in writing with any employee of the Tribe other than the RFQ Contact/Contract Administrator designated below, the bidder may be disqualified as a prospective Construction Manager.

PCHC RFQ Contact/Contract Administrator: David Poupart, R.N., Health Director
Peter Christensen Health Center
129 Old Abe Road
Lac du Flambeau, WI 54538
Email: dpoupart@pchclinic.com

3.2 RFQ TIMETABLE. The dates set forth are subject to change, in the sole discretion of the Tribe:

EVENT	DATE
RFQ Issued	On or before April 17, 2026
Proposals/Bids Due	4:00 P.M., Local Time, May 20, 2026
Proposal Opening	9:00 A.M., Local Time, May 21, 2026
Notice of Award Issued	To be announced
Contract Execution	Within 20 days of award notification
Begin Contract Performance	Upon contract execution

3.3 DUTY TO EXAMINE PREMISES. It is the responsibility of each submitter to examine the project site, including the premises of the PCHC building, located at 129 Old Abe Road in Lac du Flambeau, Wisconsin, for the purpose of proposal preparation. Submitter may contact the Contract Administrator to gain access to the building. A site visit is recommended.

3.4 DUTY TO EXAMINE RFQ. It is the responsibility of each submitter to examine the entire RFQ, including all addenda, seek clarification in writing, and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

3.5 INQUIRIES REGARDING RFQ. All inquiries concerning this RFQ, including any questions related to the terms and conditions of this RFQ, shall be made in writing and submitted to the RFQ Contact at the physical address or email address noted above. Verbal inquiries will not be accepted.

3.6 CONTENT OF RFQ AND SUPERSEDING EFFECT. This RFQ is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals

submitted in response to this RFQ should be based solely on the material contained in the RFQ, including any and all addenda. This RFQ supersedes all previous RFQs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore had by and between the parties, related to the subject matter of this RFQ.

- 3.7 AMENDMENT OF RFQ.** The Tribe reserves the right to amend this RFQ at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFQ, an amendment will be provided to all known vendors/prospective bidders who received the original RFQ, and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.
- 3.8 SUBMISSION OF PROPOSAL.** ***Every proposal submitted must include an original, five (5) copies, and one electronic copy on flash drive.*** Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Jamie Allen, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin. The Tribal Secretary must receive proposals no later than 4:00 P.M. (local time), Wednesday, May 20, 2026. Any proposal received after this deadline will not be accepted.** Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "RFQ FOR PCHC EXPANSION PROJECT CMAR." Please also include firm/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. **Proposals sent via email or fax will NOT be accepted.**
- 3.9 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFQ, at any time prior to execution of the written Construction Manager Contract, PCHC reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFQ if it is in the best interest of PCHC, in PCHC's sole discretion.
- 3.10 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the proposer. The Tribe is not responsible for any costs incurred by proposer which are related to the preparation or delivery of the proposal or any other activities carried out by the proposer related to this RFQ.
- 3.11 AMENDMENT OR WITHDRAWAL OF PROPOSAL.** The Tribe takes the proposal process seriously, and its intent is to solicit proposals that are accurate and that each proposer intends to honor. Proposers are expected to submit proposals that are accurate, complete and contain all terms and conditions that they feel are necessary. If after submitting a proposal, the proposer finds changes are necessary, the proposer may change or withdraw their proposal at any time up to the time of the proposal opening. However, after the opening, a proposal MAY NOT be withdrawn, changed or altered in any way unless mutually agreed in writing by the parties.
- 3.12 OPENING OF PROPOSALS.** The proposals will be opened during a BID OPENING on Thursday, May 21, 2026 at 9:00 A.M. (local time) or as soon thereafter as practicable.
- 3.13 PROPOSALS PROPERTY OF PCHC.** All proposals become the property of PCHC and shall not be returned to the bidder submitting a proposal. The proposer agrees that PCHC may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.
- 3.14 VALIDITY OF PROPOSALS.** All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between the Tribe and the successful proposer.
- 3.15 SUBMITTER'S REPRESENTATIONS.**
- 3.15.1** By submitting a proposal, submitter certifies that submitter is authorized to conduct business in the State of Wisconsin.

- 3.15.2 By submitting a proposal, submitter certifies that submitter is experienced and qualified to perform the services required by this RFQ and is properly staffed, organized and financed to perform such services, and to commence such services immediately.
- 3.15.3 By submitting a proposal, submitter agrees that, if awarded a contract, submitter's work shall be completed in a high quality, professional manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor.
- 3.15.4 By submitting a proposal, submitter certifies that submitter's proposal was made and submitted without collusion or fraud and that submitter has not offered or received any kickbacks or inducements from any other submitter, supplier, manufacturer or subcontractor in connection with its proposal, and that submitter has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3.16 NATIVE AMERICAN PREFERENCE REQUIREMENTS. The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe). If submitter is an enrolled member of a federally recognized Indian Tribe, please provide confirming documentation, such as a photocopy of submitter's Tribal ID card.

3.17 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

3.17.1 Proposals that are timely submitted and comply with the mandatory requirements of this RFQ (the Tribe reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFQ committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Submitting Firm.
2. Proposal Price.
3. Demonstrated Understanding of and Ability to Address the Tribe's Needs.
4. Conformance to Terms and Conditions.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFQ.

3.17.2 The Tribe reserves the right to request an oral interview with, and additional information from, any submitter prior to final selection and award of a contract, and the submitter shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information concerning a submitter or a submitter's services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a submitter to perform the services contemplated by this RFQ, and the right to consider information from other sources such as the submitter's performance of other contracts. The Tribe may use any of this information to evaluate a submitter's proposal.

3.18 DISPUTES. In case of any doubt or differences of opinions as to the contents of this RFQ, or interpretation of any provision of this RFQ, the decision of PCHC shall be final and binding upon all parties.

3.19 AWARD, NOTIFICATION AND PERIOD OF PERFORMANCE.

- 3.19.1** If the Tribe selects, it shall select the most responsive, responsible and qualified vendor based on evaluation of vendor responses to this solicitation as deemed relevant to PCHC. Any contract resulting from this RFQ will not necessarily be awarded to the vendor with the lowest price/bid. The Tribe will award the Construction Manager Contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe. The Tribe reserves the right to either award a contract without further negotiations with the successful bidder or to negotiate contract terms with the successful submitter if in the best interests of the Tribe. The Tribe may select a Construction Manager on the basis of proposals, including qualifications, with or without further discussions, interviews or visits. Therefore, proposals should contain the respondent's best terms from a technical, operations and monetary standpoint.
- 3.19.2** This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Tribe and any person or entity. If the Tribe selects a bidder to provide the services described in this solicitation, any legal rights and obligations between the successful bidder, if any, and the Tribe will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and incorporated therein.
- 3.19.3** Notice of award to successful submitter will be sent via U.S. mail or email. Notice may also be provided via telephone. All unsuccessful submitters that submitted a proposal will be notified in writing of the Tribe's decision to not select.
- 3.19.4** The successful submitter may be required to attend a post-award meeting with the Tribe to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder shall be completed not more than twenty (20) days from date of award notification.
- 3.19.5** Performance will begin immediately following execution of a contract and shall continue until the termination of any contract based upon the successful submitter's proposal, between the Tribe and the successful proposer.

4. QUALIFICATIONS

- 4.1** The Construction Manager shall have relevant experience with similar work, i.e. Construction Manager at Risk services with respect to all phases of design, construction and post-construction of similar new facilities and similar renovation projects, and shall be competent to ensure that the Project is completed on time at the lowest possible cost and highest degree of functionality and quality.
- 4.2** The work contemplated is professional in nature. It is understood that the Construction Manager, acting as an individual, corporation, or other legal entity, is of a professional status, and authorized to perform the necessary professional services in the State of Wisconsin, and shall be governed by the professional ethics of said profession in its relationship with the Tribe and PCHC.
- 4.3** The Construction Manager shall have a strong working knowledge of architectural/engineering design, general construction and demonstrated skills in project management, communications, and budget development and management.
- 4.4** The Construction Manager shall have construction experience to assess the design and proposed cost of the Project, along with the experience to assess the work and cost to complete the Project.
- 4.5** The Construction Manager shall have strong verbal, written, computer, technical communication and presentation skills and proven ability to complete projects according to outlined scope, budget and timeline.

- 4.6 The Construction Manager shall be financially solvent. PCHC reserves the right to request information to determine solvency.
- 4.7 The Construction Manager shall possess the ability to assign adequate staffing and resources to the Project, through the duration of Project. It is a requirement that, for consistency purposes, one person will be assigned to provide onsite construction management services, with another person assigned as a backup. Rotation of personnel to provide onsite coverage will NOT be acceptable.
- 4.8 Persons assigned by the Construction Manager to provide on-site management services may be required to submit to security background checks. Persons convicted of certain crimes may be precluded from working on the Project.
- 4.9 The Construction Manager shall, preferably, have at least five (5) years of experience in providing Construction Manager at Risk services.
- 4.10 The Construction Manager shall, preferably, have experience in working with indigenous groups, tribes and/or tribal enterprises.
- 4.11 The Construction Manager shall, preferably, have experience in working with health care facilities.
- 4.12 The Construction Manager shall, preferably, have experience in coordinating and managing a program for the direct purchase of materials to take advantage of an owner's tax-exempt status.

5. SCOPE OF SERVICES

- 5.1 **SUMMARY OF SERVICES.** The successful submitter (Construction Manager) must perform the full range of Construction Manager at Risk services related to the PCHC Expansion Project. Two of the primary goals of the Tribe in securing the services of a Construction Manager at Risk are to ensure that the project proceeds with as little interference in PCHC's provision of health care services as possible, and to ensure that the final product is of the highest quality and functionality. The Construction Manager will provide professional project management services aligned to industry standards with respect to design, engineering, project scope, schedule, budget management, cost estimating during design development, communication, risk management and mitigation, quality management and construction. The project will include concrete, masonry, structural steel, glue laminated structural members, rough and finish carpentry, mechanical and electrical systems, utilities, site work and landscaping, as well as demolition, temporary structures, and utility relocations. The selected firm will act as the single provider of Construction Management at Risk services for this project. Specific responsibilities of the Construction Manager include, but are not limited to:
 - 5.1.1 Analyze design plans to identify errors or potential improvements before construction.
 - 5.1.2 Suggest cost-saving solutions and options without compromising quality.
 - 5.1.3 Establish a Guaranteed Maximum Price that includes construction costs, contingencies, and the Construction Manager fee.
 - 5.1.4 Develop a detailed project schedule, ensuring that construction and renovation activities interfere as little as possible with PCHC's ability to continue to provide quality health care while the project is underway.
 - 5.1.5 Assist PCHC in coordinating and managing a program for the direct purchase of materials by the Tribe to take advantage of the Tribe's tax-exempt status. Construction Manager will ensure that materials delivered to the Project site are in compliance with approved submittals and that no substitutions have been made without written approval by the Architect.
 - 5.1.6 Manage all subcontracts.

- 5.1.7** Manage schedules and sequencing of phased construction and renovation.
- 5.1.8** Control all on-site construction activities. Provide daily on-site construction observation to ensure compliance with project design specifications and applicable codes, laws and regulations.
- 5.1.9** Review and monitor construction progress. Notify PCHC if there is deviation from project progress, and advise PCHC of any scheduling issues or delays, including delays in delivery of materials. Evaluate and mitigate likely impacts due to delays. Coordinate development of recovery schedules as required.
- 5.1.10** Continuously monitor costs against the budget, utilizing open-book accounting to track expenses.
- 5.1.11** Coordinate and document that inspections and testing take place as required. Review reports and take action if necessary to address deficiencies.
- 5.1.12** Perform all other tasks necessary to ensure job accuracy, quality workmanship, and compliance with appropriate construction methods and project specifications, to result in a properly designed, constructed and completed project.
- 5.1.13** Attend and manage Construction Meetings as established (weekly or bi-weekly).
- 5.1.14** Assist PCHC in addressing any concerns and/or complaints by staff, community members, or others during construction.
- 5.1.15** Ensure compliance with safety regulations.
- 5.1.16** Ensure that the project is completed within the Guaranteed Maximum Price and on schedule.
- 5.1.17** Develop the protocol and conduct a comprehensive final inspection of the project to verify that the materials furnished and work performed are in accordance with the contract documents. Schedule and assist PCHC and the Architect in developing punch lists for project completion and attend all walk-throughs. Monitor compliance with punch list requirements, provide written reports related to the status of punch list items and the project's readiness for final inspection, and assist the Architect in conducting final inspections.
- 5.1.18** Coordinate functional testing and performance verification of all building systems with the sub-contractors, PCHC maintenance personnel, and the Architect, to ensure that all systems are working at peak efficiency.
- 5.1.19** Coordinate transfer of keys, tools, spare parts, and stock supplies of materials to PCHC as indicated in the specs or construction agreement.
- 5.1.20** Assist PCHC in the collection of all close-out documents and the acceptance of punch lists, Operational/Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.
- 5.1.21** Provide to PCHC a list of all construction subcontractors, vendors, and material persons of every tier providing services, equipment, and/or materials in connection with the Project, in formal adequately bound, catalogued form, which shall include the names, addresses, telephone numbers, and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends, and holidays.
- 5.1.22** Ensure that any and all necessary inspections have been completed, and any deficiencies cured.
- 5.1.23** Assist PCHC in determining the warranty period. If an extended warranty is available, assist PCHC

in understanding the costs and benefits associated with extended warranties to better enable PCHC to determine whether monies should be expended on an extended warranty.

- 5.2 **TERO COMPLIANCE.** The Construction Manager shall ensure that all contractors and subcontractors on the project comply with the requirements of Lac du Flambeau Tribal Code Chapter 45, Employment Rights Ordinance. The Construction Manager will be responsible for daily logs and Tribal Workforce Participation.
- 5.3 **PROGRESS REPORTS.** If requested, the Construction Manager will be responsible for providing monthly progress reports to the Tribe.
- 5.4 **ADDITIONAL SERVICES AND CONTRACT.** Additional services and responsibilities will be included in the terms of the contract between the Construction Manager and the Tribe. The contract form will be AIA Document A133-2019, Agreement Between Owner and Construction Manager, with Supplemental Conditions.

6. CONTENT AND FORMAT OF PROPOSAL

- 6.1 **PURPOSE.** These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified submitter, and to facilitate the submission of a proposal that is easy to understand and evaluate.
- 6.2 **FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. Submittals should not exceed 50 printed pages, excluding the front and back covers and section dividers, and be within a soft bound document. A proposal submission must include an original and five (5) copies, and an electronic copy on flash drive, including all attachments.
- 6.3 **EXECUTION BY SIGNATORY.** The Proposal shall be signed in ink, as follows:
 - 6.3.1 In the case of an individual proposer, by such individual proposer.
 - 6.3.2 In the case of a partnership, LLP, RLLP, LP or LLLP, the name of the business organization must appear on such proposal and it shall be signed by such individual(s) as the Articles, Partnership Agreement, Operating Agreement or By-Laws of the business organization may require to legally bind the organization. In addition to such signature(s), the names of all partners shall be stated in the proposal.
 - 6.3.3 In the case of a corporation or limited liability company, the name of the corporation or LLC must appear on such proposal and it shall be signed by the president and secretary or other authorized officer(s), and there shall be set forth under each signature the name of the office of such signatory or the capacity in which he or she acts for such corporation or LLC.
- 6.4 **RESPONSE TO INQUIRIES.** Each proposal shall respond completely and accurately to the following questions and requests for information:
 - 6.4.1 Please provide full name, address, telephone number(s), fax number, and email address of submitter and submitter's primary contact, and, if submitter is a business organization, identify what type of business organization and verify that submitter is authorized to conduct business in the State of Wisconsin.
 - 6.4.2 Please provide a brief history and profile of your firm. Indicate the year the firm was established. Provide an organizational chart. Describe the organization, size and structure of your firm, and explain any variation in size over the last five years. State the location of the office from which the work will be done and describe the range of services provided by the local office.

- 6.4.3** For consistency purposes, the successful submitter will assign a specific individual to provide onsite construction management services, with another person assigned as a backup. Rotation of personnel to provide onsite coverage will NOT be acceptable. Please provide the name and qualifications of the person(s) who will be responsible for general administrative oversight and direct onsite construction management if submitter is awarded a contract. Provide with proposal a listing of all staff that will be dedicated to the preconstruction services and those that will be dedicated to the construction phase services. Provide resumes, including relevant experience and continuing education, for each person to be assigned to the PCHC Expansion Project. **NOTE:** *The personnel specified in the submitter's proposal will be considered by the Tribe to be essential to the work to be performed hereunder. Prior to substituting any of the personnel specified in the proposal, the successful submitter shall provide reasonable advance notice to the Tribe and submit a justification for the proposed personnel change in sufficient detail and include the name, title and resume of the proposed alternate onsite Construction Manager, to permit evaluation of the likely impact on the quality of the work to be performed.*
- 6.4.4** Please describe submitter's experience in providing construction management and construction manager at risk services, and particularly submitter's experience in providing such services with respect to a health care facility.
- 6.4.5** List a minimum of three (3) construction projects overseen by your firm that best represent your firm's ability to provide competent Construction Manager at Risk services for the PCHC Expansion Project described herein, in that they are of similar size, scope, budget, and complexity. For each project, please include the following information:
- 6.4.5.1** Project name and location.
 - 6.4.5.2** Original Target Completion Date and Actual Completion Date. Explain any discrepancies between the two dates.
 - 6.4.5.3** Guaranteed Maximum Price. Was project within budget?
 - 6.4.5.4** Graphic description.
 - 6.4.5.5** Total Square Footage.
 - 6.4.5.6** Problems encountered and solutions devised.
 - 6.4.5.7** Provide a contact name, phone number, and email address for the main point of contact for each project.
- 6.4.6** Please describe your firm's experience with multi-phase projects involving renovation and new construction.
- 6.4.7** Please describe submitter's safety performance record. Identify and explain any and all accidents, injuries, safety issues, Workers' Comp claims, OSHA investigations and OSHA sanctions related to any project for which the submitter or any owner, principal or employee of submitter who may ultimately be involved with the PCHC Expansion Project, provided construction, Construction Manager, or Construction Manager at Risk services. Include the date and location of each incident as well as all other relevant details.
- 6.4.8** Please describe your firm's cost estimating process.
- 6.4.9** Please describe your firm's scheduling process.
- 6.4.10** Describe your firm's approach to accomplishing the Scope of Services as described in Section 5 of this RFQ, and how submitter will meet the needs of PCHC with respect to this Project.
- 6.4.11** Explain how submitter meets the qualifications set forth in Section 4 of this RFQ.
- 6.4.12** Describe, in sufficient detail, the firm's affiliation or work with any federally recognized Indian Tribes.
- 6.4.13** Provide a minimum of three (3) references who may be contacted by the Tribe. For each reference, include the name, address, email address and telephone number of the point of contact.

6.4.14 Describe the liability insurance coverage carried by your firm and your firm's ability to comply with the insurance requirements set forth in Subsection 7.4 of this RFQ.

6.4.15 If any of the following has occurred with respect to submitter, please describe in detail the circumstances for each occurrence:

6.4.15.1 Failure to enter into a contract after having been selected as the successful bidder.

6.4.15.2 Withdrawal of a proposal on any project as the result of an error.

6.4.15.3 Termination of or failure to complete a contract.

6.4.15.4 Involvement in litigation, arbitration, or mediation on any contract.

6.4.15.5 Knowing concealment of any deficiency in the performance of a contract.

6.4.15.6 Submission of a fraudulent or incorrect invoice relating to a contract.

6.4.15.7 Violation of applicable rules, laws, or regulations relating to any contract or project.

6.4.15.8 Debarment from bidding or performing public works projects.

6.4.16 Disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFQ.

6.4.17 The submission of additional pertinent information beyond the requirements of this RFQ is acceptable.

6.5 FEE PROPOSAL. Respondents are required to follow the outline below and provide costs indicating lump sum vs monthly values where applicable. This fee information should be formatted and provided under a separate tab from qualifications.

6.5.1 Fee for Basic Construction Management.

6.5.1.1 What is submitter's fixed fee for basic construction management services for the Project? The fee should include and account for, but need not delineate, all labor, travel expenses, fringe benefits, insurance, overhead, profit, costs and expenses that the firm will incur in providing the services.

6.5.1.2 What services does this fee include?

6.5.2 Fee for Site Supervision and Management Services.

6.5.2.1 What is the total cost for site supervision and management services?

6.5.2.2 Provide a detailed breakdown of total cost assuming an 18-month construction schedule.

6.5.2.3 The following expenses are considered general conditions, provide cost for each item:

6.5.2.3.1 Field office trailer.

6.5.2.3.2 Trailer sanitation.

6.5.2.3.3 Mileage.

6.5.2.3.4 Vehicles.

6.5.2.3.5 Telephone.

6.5.2.3.6 Postage.

6.5.2.3.7 Facsimile.

6.5.2.3.8 Courier.

6.5.2.3.9 Photocopying/Duplication services.

6.5.2.3.10 Office supplies.

6.5.2.3.11 Temporary fencing.

6.5.2.3.12 Temporary heat.

6.5.2.3.13 Temporary water.

- 6.5.2.3.14 Snow removal.
- 6.5.2.3.15 Construction sign.
- 6.5.2.3.16 Dumpsters.
- 6.5.2.3.17 General hauling.
- 6.5.2.3.18 Progress cleaning.
- 6.5.2.3.19 Weekly progress photos.
- 6.5.2.3.20 Required equipment rentals.

6.5.2.4 Identify any additional expenses that submitter considers to be general conditions and provide associated cost for each.

6.5.2.5 Provide the cost for Document Cloud services (Procore, Plan Grid, or other to be approved). This online Construction Administration web software will be used during the construction process and preconstruction phase.

6.6 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.

6.6.1 Subject to subsection 6.6.2, next, by submitting a proposal, submitter signifies that submitter acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFQ.

6.6.2 If the submitter objects to any term, condition or provision contained in this RFQ it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the submitter's proposal. The submitter shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the submitter. Any exceptions not clearly identified by the submitter via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a submitter in response to this RFQ may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFQ may be rejected.

6.7 **EVIDENCE OF INTENT TO BE BOUND.** Submitter agrees that submitter's submission of a proposal signifies the submitter's intent to be bound by the proposal submitted by the submitter and the terms of this RFQ and that the information provided by submitter is true, accurate and complete.

7. GENERAL REQUIREMENTS

7.1 PAYMENT AND SUBMISSION OF INVOICES.

7.1.1 Payment for work performed/services provided by the Construction Manager shall not exceed the fixed price set forth in submitter's proposal, or such other fee as shall be agreed upon by the Parties in writing.

7.1.2 Payment shall be made to the Construction Manager pursuant to invoices. Invoices must contain a description of services performed and the total cost thereof.

7.1.3 Invoices will not be accepted on more frequent intervals than once per month.

7.2 INDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION OF RISK.

7.2.1 By submitting a Proposal, the successful submitter (Construction Manager) agrees that Construction Manager shall perform all services for the Tribe at the Construction Manager's own risk, and the Construction Manager shall take all precautions necessary to protect the Construction Manager's person and property, and that of Construction Manager's employees and agents and assigns. The Construction Manager shall assume all liability for personal injury to Construction Manager and/or employees or agents of Construction Manager, occurring during the performance of Construction Manager's services.

7.2.2 The successful submitter (Construction Manager), on behalf of Construction Manager and Construction Manager's agents, employees, heirs, assigns, personal representative and estate, shall agree to indemnify, defend, and hold harmless the Tribe and the Tribe's elected and appointed officials, employees, agents, representatives and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death or damage that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Construction Manager, or any failure of the same to comply with any obligations set forth in this RFQ and/or any contract by and between the Tribe and the Construction Manager. Construction Manager shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Construction Manager shall satisfy and discharge the same without cost or expense to the Tribe. The foregoing indemnity shall include injury, death or disability of any employee of the Construction Manager and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe.

7.3 PERSONAL PROTECTIVE AND SAFETY EQUIPMENT. The Construction Manager, at its own cost, shall furnish and maintain all necessary personal protective safety equipment for Construction Manager and Construction Manager's personnel as required for the type of work contemplated herein, in accordance with Occupational Safety and Health Administration (OSHA) requirements and all other applicable regulations and standards.

7.4 INSURANCE.

7.4.1 By signing and submitting a bid/proposal under this RFQ, the submitter certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:

7.4.1.1 Professional Liability Insurance: \$1,000,000.00 per claim.

7.4.1.2 Comprehensive General Liability Coverage: Minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate for property damage and personal injury.

7.4.1.3 Automobile Liability: Automobile Liability covering all owned, hired and non-owned vehicles; \$1,000,000 per occurrence for bodily injury and property damage.

7.4.1.4 Excess/Umbrella Liability Coverage: \$1,000,000.

7.4.1.5 Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.

7.4.2 The submitter further certifies that it will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies acceptable to the Tribe.

7.4.3 The submitter will furnish to the Tribe's Contract Administrator certificates of insurance prior to commencement of work and, upon request, at any time during contract performance.

7.4.4 The submitter will give the Tribe 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.

- 7.5 PERFORMANCE BOND.** The successful submitter will be required to furnish a Performance Bond in an amount one hundred percent (100%) of the Guaranteed Maximum Price in favor of the Tribe, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
- 7.6 INDEPENDENT CONTRACTOR.** The successful bidder (Construction Manager) shall, in all matters relating to any contract awarded pursuant to this RFQ, be acting as an independent contractor. Neither the Construction Manager nor any of the Construction Manager's owners, officers, members, employees or agents will be an agent, joint venturer, partner or employee of the Tribe for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, Workers' Compensation, Unemployment Compensation, employment-related benefits, and third party liability claims. Nothing contained in the contract shall be construed or interpreted as establishing an employer-employee relationship between the Tribe and the Construction Manager or any of the Construction Manager's owners, officers, members, employees or agents. In that the Construction Manager will be an independent contractor, neither the Construction Manager nor any of the Construction Manager's owners, officers, members, or employees shall have any right or claim against the Tribe for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, the Tribe shall not be responsible for withholding taxes with respect to the Construction Manager's compensation for services performed under a contract awarded pursuant to this RFQ. The Construction Manager shall be individually and solely responsible for the timely payment of any and all state, federal, social security and other self-employment taxes that may be owing on amounts paid to the Construction Manager under said contract. The Construction Manager will have no authority, actual, apparent, or implied, to bind the Tribe in or to any contract, agreement or indebtedness, and shall not represent itself as the legal representative of the Tribe. The Construction Manager shall perform all services under the contract at the Construction Manager's own risk, and the Construction Manager shall take all precautions necessary to protect the Construction Manager's person and property. The Construction Manager shall assume all liability for personal injury to employees or agents of the Construction Manager, occurring during the performance of construction management services.
- 7.7 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between the Construction Manager and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the Construction Manager shall not subcontract any of the work, duties or obligations under the contract by and between the parties without the written consent of the Tribe, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the Tribe. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void. In the event that the Construction Manager desires to subcontract some part of the work specified herein, the Construction Manager shall furnish to the Tribe the names, qualifications and experience of its proposed subcontractor(s). The Construction Manager shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 7.8 ASSIGNMENT OF PERSONNEL TO PROJECT.** For consistency purposes, the successful submitter will assign a specific individual to provide onsite construction management services, with another person assigned as a backup. Both individuals will be identified in submitter's Proposal. Rotation of personnel to provide onsite coverage will NOT be acceptable. *The personnel specified in the bidder's proposal will be considered by the Tribe to be essential to the work to be performed hereunder. Prior to substituting any of the personnel specified in the proposal, the successful submitter shall provide reasonable advance notice to the Tribe and submit a justification for the proposed personnel change in sufficient detail and include the name, title and resume of the proposed alternate onsite Construction Manager, to permit evaluation of the likely impact on the quality of the work to be performed.*
- 7.9 COMPLIANCE WITH LAWS.** The successful bidder (Construction Manager) will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.

- 7.10 PROPRIETARY INFORMATION CONFIDENTIALITY AGREEMENT.** The Construction Manager and each of its owners, officers, employees, assignees, subcontractors and agents shall agree, and shall execute a Confidentiality Agreement memorializing said agreement, to maintain as confidential, and not to disclose to any third party without the prior consent of the Tribal President or Tribal Administrator, any information of a proprietary nature which the Construction Manager learns as part of the necessary process of performing its services and obligations under this RFQ and any contract between the Construction Manager and the Tribe, other than information (1) which was already public knowledge at the time it was learned by the Construction Manager, or which subsequently came into the public domain through no fault of the Construction Manager or (2) which is necessary or appropriate to disclose in order to enable the Construction Manager to comply with its obligations under the contract between the Construction Manager and the Tribe. The Construction Manager shall expressly agree and warrant that, during the term of the contract, and following expiration of the contract or termination of the contract for any reason or for no reason, the Construction Manager and all of its owners, officers, directors, representatives, employees, assignees, subcontractors and agents will continue to hold confidential all proprietary and confidential information with respect to the Tribe and its members, employees, independent contractors, enterprises and business operations, and shall not (unless permitted in writing by the Tribal President or Tribal Administrator) use, divulge, or disclose to any other person, firm, agent, business or organization any Confidential Information, including, but not limited to, any information concerning the Tribe or PCHC, including information pertaining to the services to be performed by the Construction Manager; any contract related to the Project; Tribal business operations, government, employees, protocols and policies, financial data, and business and operational data plans and strategies of the Tribe and/or its subsidiaries, information related to PCHC or PCHC's staff, patients, or business operations, acquired by the Construction Manager or any representative thereof during the term of the contract between the Construction Manager and the Tribe. Furthermore, any information relating to the Tribe or PCHC which was collected, recorded, analyzed or otherwise obtained or used by the Construction Manager during the term of the said contract shall be construed as exclusively the proprietary property of the Tribe and subject to the provisions herein unless exempted by the express written permission of the Tribal President or Tribal Administrator.
- 7.11 MARKETING PROHIBITION.** The successful submitter/Construction Manager shall not use the name or logo of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or any subsidiary or entity thereof, in any marketing activity, nor will the Construction Manager use said names or references thereto in any endorsement of its firm, company, product, or service, without the written consent of the Tribal President or Tribal Administrator.
- 7.12 GOVERNING LAW AND VENUE.** The successful submitter/Construction Manager shall consent and agree that any and all questions arising in connection with this RFQ and/or any contract arising therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The Construction Manager shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFQ and/or any contract by and between the Construction Manager and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 7.13 SOVEREIGN IMMUNITY.** The successful submitter/Construction Manager acknowledges that the Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.

**LAC DU FLAMBEAU BAND OF
LAKE SUPERIOR CHIPPEWA INDIANS**

**RFQ FOR
CONSTRUCTION MANAGER AT RISK SERVICES**

RFP NO. 26-PCHC-107

ADDENDUM NO. 2

The Request for Qualifications (RFQ) is modified as set forth in this Addendum. The original RFQ Documents as previously amended remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFQ. Each Respondent shall take this Addendum No. 2 into consideration when preparing and submitting its Proposal.

CHANGE NO.	SECTION NO.	DESCRIPTION OF CHANGE
3	PURPOSE Page 2 of RFQ	<p>This modification is made to retract the requirement that construction commence in Fall, 2026, and instead require responders to provide proposed project timelines and preferred commencement dates for onsite construction activities. Accordingly, the unnumbered second paragraph in the section entitled "PURPOSE" on page 2 of the RFQ which was previously amended by Addendum 1, Change 2, is now amended to read as follows:</p> <p><i>The Tribe's intent is to have a CMAR selected, and an AIA A133-2019 Standard form of agreement signed by the end of May 2026. The selected CMAR and the Tribe will then work collaboratively on preconstruction services. Preconstruction services will be delivered in accordance with the A133-2019. All services required to establish the Guaranteed Maximum Price Amendment will be procured thru public advertisement and competitive bid selection process. The Tribe reserves the right to approve or disqualify any and all sub-contractors. It is the goal of the Tribe to have construction management firms provide detailed schedules outlining recommended project timelines. Firms should provide anticipated schedules assuming June commencement for preconstruction services. Tribe requests that responders to the RFQ identify preferred commencement dates for onsite construction activities within their respective schedules. The Tribe is not required to commence construction in 2026.</i></p>

END OF ADDENDUM