

**REQUEST FOR PROPOSALS FOR ARCHITECTURAL & ENGINEERING SERVICES  
FOR NEW AFFORDABLE HOUSING DEVELOPMENTS**

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**REQUEST FOR PROPOSALS (RFP)  
ARCHITECTURAL & ENGINEERING SERVICES  
FOR PRIORITY AFFORDABLE HOUSING SITES**

Proposals Due Date: Friday, December 6, 2024

Submittal Questions  
Contact:  
Lihbin Shiao & Ulises Aleman  
Mosaic Urban Development  
Owner Representatives  
[LShiao@mosaicurban.org](mailto:LShiao@mosaicurban.org)  
[UAleman@mosaicurban.org](mailto:UAleman@mosaicurban.org)

## INVITATION FOR BIDS

1. **Big Valley Band of Pomo Indians**, a federally recognized tribal government, herein called the “BVR” or “Owner”, is seeking proposals from qualified firms for Architectural and Engineering services for a property located on Big Valley Rancheria at 770 Soda Bay Road until 10:00 a.m., Friday, December 6, 2024.
2. **Description of work:** BVR has designated a 22.3-acre parcel of federal trust land at 770 Soda Bay Road for the development of affordable housing. BVR intends to create 3 separate tracts from the 22.3-acre parcel including:
  - a. Kuh-la-Napo: a 4.7-acre portion to be developed into a 24-unit housing development,
  - b. Cultural Resource site: a portion with identified Cultural Resources along the Riparian Corridor, and
  - c. Multifamily site: a portion to be developed into a 70-unit housing development.

The Kuh-la-Napo site will have approximately 119 linear feet of new frontage on Soda Bay Road, and 537 linear feet of new frontage along Osprey Court. There will be approximately 887 linear feet of new roads internal to the site.

The two housing projects additionally require the design and installation of infrastructure offsite to serve them including new pedestrian pathways, a new roadway, new lighting, water and wastewater connection, and PG & E electrical connection.

### Kuh-la-Napo Site

BVR is seeking a qualified design team including an Architectural firm and Structural Engineering and Mechanical Electrical and Plumbing Engineering firms. The Architectural firm is expected to provide Architectural design services and subcontract and supervise the provision of Engineering Services for the Kuh-la-Napo housing development (Project “A” above). Civil, Geotechnical Services, and Landscape Architecture are being secured separately.

A concept design has been developed, including 10 two-bedroom, 10 three-bedroom and 4 four-bedroom homes. The two-bedroom two-bath homes are approximately 1,059 sq.ft. and have a 1-car garage of approximately 375 sq.ft. The three-bedroom two-bath homes are approximately 1,385 sq.ft. and have a 2-car tandem garage of approximately 720 sq.ft. And the four-bedroom two-bath homes are approximately 1,600 sq.ft. and will have a 2-car tandem garage of approximately 720 sq.ft. The average single-family home lot size shown is approximately 6,136 sq.ft., and each home will be one-story, wood-frame construction.

The design team will be asked to build upon this concept design by providing Schematic Designs, Design Development, and Construction Drawings that will ultimately be presented and approved by BVR’s Leadership and BVR’s Business Committee. Please also include Construction Administration services in scope.

The design team will be supervised by the Owner Representatives and work closely with the providing preconstruction estimating services and the General Contractor.

### Adjacent Multifamily Housing Site

The Architectural firm will be tasked with developing a massing and concept design for an approximately 70-unit housing development on the third tract described above (Project “C”). BVR wishes to explore a mix of four-plex and/or multifamily buildings for this development.

The Architect will work closely with the Project Management consultant and the consultant providing preconstruction estimating services.

Infrastructure (Offsite)

Offsite infrastructure improvements will include new pedestrian pathways, a new roadway, new lighting, water and wastewater connection, and PG & E electrical connection. Architectural conceptual design of the new pedestrian walkways, new roadway, and new lighting is desired.

*Bidding and Contract Document Phase*

The Architectural firm shall prepare and assemble all bidding and contract documents in accordance with BVR's Procurement Policy. They shall include a detailed manner of all work performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and plumbing engineering.

These documents shall include:

- Special Conditions
- General Conditions
- Plans and Drawings
- Technical Specifications
- Tribally Determined Wage Rates (provided by Owner Representative)
- Form of Contract (Tribally specific provisions provided by Owner Representative)

3. **Submission Requirements and Proposal Format:** BVR intends to retain the successful proposer on a "Best Value" basis, not a "Low Bid" basis. Bidders, please submit the following items:

**Tab A: Statement of Qualifications:**

A Statement of Qualification or company resume including:

- Experience with housing projects of similar scope and scale. Please provide experience with and photos of projects of the scope and scale of both projects, approximately 24-unit single family and approximately 70-95 units of multifamily housing developments.
- Experience designing in flood plain conditions,
- Experience with designing around cultural resources,
- Proposed staffing and company promotional information for the Architectural and Engineering firms.
- Describe the firms' history of working together on other projects, if any.

**Tab B: Form of Proposal:**

Kuh-la-Napo: A description of the proposed scope of work and approach for Schematic Design, Design Development, Construction Documents, and Construction Administration. Please assume 3 community engagement meetings in addition to regular client meetings.

Multifamily Housing site: A description of the proposed approach to massing and concept design. Please assume 3 alternative concepts.

Infrastructure: A description of the proposed approach to concept design.

**Tab C: Proposed Fee Schedule:** A cost proposal for the scope of work by project and for Kuh-la-Napo, by phase as well.

**Tab D: Project Schedule:** A projected schedule for project and for Kuh-la-Napo, by each phase of work.

Summary Target Completion Dates:

Kuh-la-Napo:

Schematic Design – 2/9/25

Design Development – 3/27/25

Construction Documents Bid Set – 5/22/25

Multifamily Housing site:

Initial Concepts – 12/19/24

Revised Concepts – 1/22/24

Final Selected Concept – 2/12/24

Infrastructure concept:

Initial sketches – 12/5/24

Final Concept – 12/19/24

**Tab E: Client References:** Two to three references for similar projects for which your Architectural firm has provided a comparable scope of services within the last 5 years. The references must include:

- Client Company and Contact name
- Title
- Phone number
- Email address
- Project(s) name(s).
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**Tab F: Insurance Certifications:** Certification that the bidder(s) have the insurance that meets the attached insurance requirements.

**Tab G: Indian Preference:** Evidence of qualification for Indian preference including tribal identification and disclosure of firm ownership percentage by firm.

4. **Background Material.** Bona fide bidders, in this solicitation may obtain electronic copies of a parcel map and preliminary aerial survey for the 22.3 acre site and a preliminary civil site plan and proposed architectural design plans for the 24-unit housing project by emailing the Owner Representatives. Files will be provided through a downloadable link. We welcome questions.
5. **Selection.** Based on the response to this RFP, BVR intends to select the best qualified bidder on a competitive basis, subject to any applicable Indian Preference requirements. The successful proposer will be that which provides best value to BVR, taking into consideration the proposer's demonstrated experience, competence, and professional qualifications necessary for the satisfactory performance of the services requires, a cost proposal, and responses to other evaluation criteria. The Owner reserves the right to waive irregularities and informalities in any bid and to reject any and all bids.
6. **Indian Preference:** Competition in this bid solicitation will be open to all qualified bidders Owner in accordance with the Big Valley Band of Pomo Indians Procurement Policy and 12(e) of HUD Instructions to Bidders, Form 5369. Indian owned enterprises are eligible for the additional points specified in the evaluation scoring of proposals. Bidders claiming Indian preference will be required to submit certification identifying the firm as an Indian owned enterprise. BVR shall retain the right to deny any proposer any Indian Preference

claimed if, in the option of BVR, the proposer does not submit the appropriate justification required prior to the deadline for receipt of proposals.

7. **Withdrawal.** Bidders may not withdraw bids for a period of 45 days following the opening of bids without the consent of the Owner.
8. **Evaluation Criteria.** The following criteria shall be utilized by BVR to evaluate each proposal submitted:

NO.	MAX POINT VALUE	CRITERION DESCRIPTION
1.	Disqualified if excluded	Determination by U.S. Department of Housing and Urban Development (HUD) that the contractor is eligible to contract for federally funded activities: <ol style="list-style-type: none"> <li>a. Review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration – Bidder must not be on List of Parties Excluded.</li> <li>b. Review of bidder’s SAM.gov status, which includes any Suspension and Debarment status of the contractor.</li> </ol>
2.	60 points	Evaluation of the bidder’s qualifications and proposal <ol style="list-style-type: none"> <li>a. Bidder’s ability to perform the contract successfully, considering factors such as the contractor’s integrity. Review shall include compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Tribes), and financial, administrative, and technical capability to perform contract work of the size and type involved and within the time provided under the contract</li> <li>b. Bidders experience performing the scope of work described including review of past projects of similar scope and size.</li> <li>c. Proposal’s demonstrated responsiveness to the scope of work</li> </ol>
4.	35 points	Contract cost and price including total fee, task fees, and reimbursable expenses
5.	5 points	If the Bidder is an Indian Owned Enterprise, it will receive 5 points in this section. If the Bidder’s proposal includes a Tribal/Native American/Indian subconsultant(s) in its design and/or engineering team who will add significant capacity, the Bidder will receive 3 points in this section.*
<b>TOTAL</b>	100 points	

\* For any proposer claiming this Indian Preference, the applicable information from this clause shall be entered where provided on the Form of Proposal. BVR shall retain the right to deny to any proposer any Indian Preference claimed if, in the opinion of the BVR, the proposer does not submit the appropriate justification required, therefore, the BVR shall not be able to accept any such additional documentation after the deadline for receipt of Proposals.

9. **Federal HUD & State HCD Regulations.** This solicitation is subject to the following laws and Federal HUD regulations: Tribally Determined Wages, current Tribally Determined Wage scales, Federal Executive Order 11246 (Equal Employment Opportunity), Section 7(b) of the Indian Education and Self-Determination Act (25U.S.C.450e(b)). Funding for this project is provided by HUD NAHASDA funds, State Housing and Community Development Department Regional Early Action Program, and Homekey Tribal. Additional anticipated funding will include State Housing and Community Development Department HOME ARP and National Housing Trust Fund.
10. **Rejection.** Any or all bids may be rejected if there is a sound documented reason.
11. **Corrections.** Corrections to bids may be permitted before bid opening by written or electronic notice received by the Project Contracting Officer. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgemental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the BVR or fair competition shall be permitted. All decisions to allow correction of bid mistakes shall be supported by a written determination signed by the Owner Representative.
12. **Withdrawal.** Withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or electronic notice received by the Project Contracting Officer. A low bidder alleging a nonjudgemental mistake may be permitted to withdraw its bid if the mistake is clearly evident in the face of the bid document, but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow withdrawal of bids shall be supported by a written determination signed by the Owner Representative.
13. **Insurance Requirements:** Selected bidder shall procure and maintain the forms of insurance from companies and in amounts acceptable to BVR, as set forth below:

Professional Liability Insurance:

Professional liability insurance shall be provided in an amount not less than \$1,000,000 per claim and in the aggregate in forms acceptable to BVR covering the services to be performed by or for selected bidder prior to commencement of services and for a term of five (5) years after the commencement of the Project. The coverage must include limited contractual liability subject to the terms and conditions of its insurance policy. Any retroactive date for the inception of coverage must be prior to commencement of any services for the Project. Selected bidder shall notify BVR if the limit of insurance is reduced or exhausted by the payment of claims at any time with 30 days' prior written notification to BVR. If the limit of insurance is reduced below the minimum amounts required by payment of claims or costs of defense, then Selected bidder must reinstate such limits with respect to the Project immediately or BVR shall have the option to terminate or renegotiate the terms of its agreement with Selected bidder. Any deductible shall not exceed \$25,000.00 per claim without the written approval of BVR and deductible shall be the sole responsibility of Selected bidder.

General Liability Insurance:

General liability insurance shall be provided on a form covering all operations by or on behalf of selected bidder for bodily injury, property damage and personal injury liability with minimum limits of liability of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate limit and including coverage for the following: premises and operations; products and completed operations; contractual liability insuring the obligations assumed by Selected

bidder; broad form property damage (including completed operations); explosion, collapse and underground hazards; liability that Selected bidder may incur as a result of operations, acts or omissions of its contractors, subcontractors, suppliers or materialmen and their agents or employees. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit, where applicable, shall apply separately to Selected bidder’s work. One of the following coverage forms is required: (a) Comprehensive General Liability or (b) Commercial General Liability (Occurrence). A “CLAIMS MADE” or “Modified Occurrence” form is not acceptable without BVR’s prior written approval.

Automobile Liability:

Automobile Liability insurance shall be provided that complies with the below requirements:

- Policy provides coverage in accordance with California Vehicle Code sections 16450 to 16457, inclusive.
- Policy demonstrates motor vehicle liability with a limit no less than \$1,000,000 combined single limit per accident.
- Policy demonstrates the insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Certificates of Insurance:

Certificates of Insurance and, at BVR’s request, certified copies of policies, as evidence of required insurance, shall be furnished by selected bidder to BVR before any work hereunder is commenced by or on behalf of BVR. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days’ prior written notice (except ten (10) days for non-payment of premium) by registered mail to BVR.

BVR should be listed on additional insurance as follows:

Big Valley Band of Pomo Indians  
 2726 Mission Rancheria Rd  
 Lakeport, CA 95453

14. RFP Information at a Glance:

BVR Owner Representatives	<b>Lihbin Shiao &amp; Ulises Aleman Mosaic Urban Development Owner Representatives</b>
<b>RFP Pick-up and Submittals</b>	<b>Address:</b> <a href="mailto:LShiao@mosaicurban.org">LShiao@mosaicurban.org</a> <a href="mailto:UAleman@mosaicurban.org">UAleman@mosaicurban.org</a>
<b>Proposal Submittal Deadline</b>	<b>Friday, December 6, 2024</b>  <b>The proposal must be electronically received by the BVR representative by no later than <u>4:00 pm</u> on this date.</b>