

**REQUEST FOR PROPOSALS
DESIGN BUILD SERVICES FOR
ELDERS SERVICES FACILITY REPLACEMENT**

**FOR THE SOUTHERN UTE INDIAN TRIBE
IGNACIO, CO 81137**



**Requested by:
Southern Ute Indian Tribe Construction & Project Management Team**

******* ALL INTERESTED PARTIES: *******

Issued: September 14, 2026

Pre-Bid Walk: September 24, 2026, at 2:00pm MST

Deadline for Questions: October 1, 2026, 5:00pm MST

Proposals due via email no later than 2:00 pm MST on October 9, 2026

SUIT Contact: Kerri Stewart, Construction Project Manager at kestewart@southernute-nsn.gov

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I. PROJECT INFORMATION:



- A. The Southern Ute Indian Tribe (SUIT) intends to select a Design Builder who will design, manage, and construct a building replacement for the existing Elders Services facility. This RFP and its attachments outline the parameters of the project, the general scope of professional services, and the process of consultant selection.
- B. Project Address:
Elders Services
356 Ouray Drive
Ignacio, CO 81137
- C. The Elders Services program is a program serving Tribal Elders through the SUIT Tribal Services department. The mission of the Elder Services Program is to improve the quality of life for all eligible Tribal Elders, while reflecting the culture and traditions of the Southern Ute Indian Tribe. The Southern Ute Elders Services Program provides several services for elders including transportation, home visits, advocacy, errands, lawn care and snow removal and elder travel.
- D. Elders Services scope of work:
- Refer to **Exhibit 1.1** for site information.
 - Demolition and disposal of the existing facility.
 - Replacement of the existing facility with a like-for-like sized structure. The Design Build team shall evaluate the most efficient building orientation while reusing existing utilities and minimizing new utility work.
 - The Design Builder shall evaluate and help the project team determine the best building type to meet the expedited schedule and budget; can be modular, panelized construction, shipping containers, etc. Owner will be looking for creative solutions to provide a high-speed project delivery balanced with budget and aesthetic considerations.
 - The Design Builder shall work with the project team and end user group to provide the best floor plan layout for the building program provided as **Exhibit 1.2**.
 - The structure shall be on a permanent foundation with minimal to no ramping to finished floor as compared to the adjacent parking and sidewalk
 - Site improvements to include improved accessible walks, pick up/drop-off area, ADA parking as budget

allows.

- Simple landscaping as budget allows.
- Design Builder shall provide design consultants as required for MEP, Technology, Civil, & Structural.

E. **Construction Budget:** The total budget is **\$1,150,000**, which shall include all Design-Builder fees, construction costs, and the Contractor's construction contingency. The Tribe will not retain or separately fund a contractors construction contingency allowance. Therefore, the Design-Builder shall include and account for the required construction contingency within the total construction budget of \$1,150,000.

F. Governing Code for the project

1. The Southern Ute Indian Tribe is a sovereign nation and, as such, is the Authority Having Jurisdiction for this project, dictates governing building codes through the below listed requirements, and requires that the Design Builder notify the Tribe of any instance where there may be a jurisdictional overlap on this project.

- a. Governing building code for this project shall meet or exceed all La Plata County, Colorado current adopted codes and ordinances, and further listed as follows:
 - i. All applicable Tribal Codes [Southern Ute Tribal Code – Southern Ute Indian Tribe](#)
 - ii. 2024 International Residential Code (IRC)
 - iii. 2024 International Building Code (IBC)
 - iv. 2024 International Plumbing Code (IPC)
 - If a more recent version is adopted by the State of Colorado, that version shall govern
 - v. 2024 International Mechanical Code (IMC)
 - vi. 2024 International Fuel Gas Code
 - vii. 2024 International Energy Conservation Code (IECC)
 - viii. 2024 International Fire Code (IFC)
 - ix. 2026 National Electric Code (NEC)
 - x. Colorado Model Electric Ready & Solar Ready Code
 - xi. Colorado Wildfire Resiliency Code
- b. If a permit application is required at any point during the course of the project:
 - i. The Southern Ute Indian Tribe does not concede that the land is subject to the permit providing jurisdiction or waive any legal arguments or remedies concerning the legal necessity for obtaining a permit for applicable scopes of work or other similar construction work on Tribal fee or trust land within the boundaries of the Southern Ute Indian Reservation; and
 - ii. The language shown in 1.b.i above shall be appended to all permit applications and issued permit documents as necessitated by the project and as approved by the Project Manager.

2. Clarifying Notes

a. The Design Builder is expected to apply all adopted codes and code compliance procedures, as would be typical in the adjacent jurisdiction of La Plata County, prior to commencing design. Where governing code references a Building Official, and when action from such is needed, the Design Builder shall interpret those responsibilities to be both filled and retained by the Tribe and shall request a response from the Project Manager who will facilitate an applicable response from the Tribe. In lieu of typical permitting processes, the Tribe will ensure appropriate Plan Review and Code Compliance, primarily through contracted third-parties. Plan review and Compliance objectives are to:

- a. Enhance the level of compliance with codes; and
- b. Provide clear direction for the design team throughout the design process; and
- c. Use in answering questions raised during the construction phase; and
- d. Provide adequate information, on file, for future reference during future alterations and renovations.

The Southern Ute Indian Tribe's adopted and publicly issued Facility Standards may include references to codes or regulatory requirements that may conflict with above referenced adopted codes or other Federal requirements. In such instances:

- e. The Facility Standards are not intended to supersede local or national codes and standards.
- f. The Design Builder is expected to make recommendations to the Project Manager to achieve both code compliance and the intent of the Facility Standards.

In the case of renovations, the renovated project area and systems are expected to meet current code and comply with current SUIT Facility Standards unless approved otherwise by the Tribe.

G. *There will be a mandatory pre-bid walk September 24, 2026, at 2:00pm MST at the Elders Services Facility site.*

H. Proposed Project Schedule:

Design Build RFP Issued		9/14/2026
Mandatory Pre-Bid Walk		9/24/2026 @ 2:00pm MST
Deadline for Questions		10/11/2026 by 5:00pm MST
RFP Submissions Deadline		10/9/2026 by 2:00pm MST
Intent to Award	1 month	11/6/2026
Contracting	1 month	11/9/2026-12/4/2027
Design/Construction	9 months	12/7/2027-9/30/2027*

*The project must be completed by September 30, 2027, the Tribe's End of Fiscal Year 2027.

- I. For the purposes of this RFP, the term SUIT, Tribe, and Owner are synonymous.
- J. The Tribe is tax exempt. Please see tax exemption certificate enclosed, Exhibit 3.1.

II. SCOPE OF SERVICES:

The exact scope of services required by SUIT will be set forth in the agreement between SUIT and the Design Builder. The scope of work will consist of assisting SUIT's staff and consultants in completing the pre-construction phase of the projects, in preparation for the final approval. Upon approval by SUIT, the contractor will enter a pre-negotiated contract to perform the general contracting services and design construction administration necessary to satisfactorily complete the project in compliance with the contract documents. The form of the contract between SUIT and the Design Builder will be the Tribe's AIA A141-2024.

Design Builder services during the Pre-Construction Services phase shall include, but may not be limited to, confirming the program, design (SD, DD, & CD) and cost estimating of building and site, value engineering, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (GMP) Proposal for the Client's optional acceptance, reflecting the entire cost, scope of work and quality

intent of the Project before any construction funds are committed. **SUIT is asking for creative solutions to obtain a replacement building within the budget and schedule. The Tribe is open to solutions such as modular, panelized construction, shipping containers, etc. for the purpose of project delivery speed, accessibility, and aesthetics generally listed in order of importance.** The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and be included in the GMP Proposal. All proposed allowances included shall be approved by the SUIT Project Manager and shall include estimated quantities and values justified by the Design Builder. All clarifications, exclusions, exceptions must be identified within pricing packages and the GMP Proposal.

The Design Builder services during the Construction Services phase shall include, but may not be limited to, construction management, design construction administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules and providing the general conditions work for the Project. Generally, all trade contracts shall be competitively bid and assigned to the Design Builder's contract; however, when circumstances warrant it, the Design Builder will be allowed to self-perform work that it traditionally performs with its own forces. This work shall be competitively bid by the Design Builder, with results managed by the Project Manager, against other contractors performing the same scope of work.

The Design Builder shall implement and maintain a project controls system with full access to the project information by all project stakeholders. The Design Build shall allow for "open book" policy and facilitate review of all Project contracts, records, accounting and other documentation and information, in any form, to the Owner or persons designated by the Owner for auditing purposes.

The Design Builder maintains all project records including, but not limited to, managing Issues, RFI's, ASI's, Submittals and Shop Drawings, Site Photos, Field Reports, Meetings, etc. In addition, the Design Builder shall schedule, attend and manage all necessary design work sessions with the Owner and Design Team to gather and distribute information on the Project as required.

In conjunction with the Owner and Design Team, immediately identify the Project requirements and prepare a comprehensive Construction Budget. Design Builder to identify all project related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), and other such costs that may be of consequence to Owner.

The Design Builder shall develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the Owner and the Design Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Owner and the Design Team regularly to identify deviations and changes. In addition, provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the Owner. Conduct formal value engineering work sessions with the Owner and the Design Team, and recommend design detail, system and assembly alternatives.

Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise the Owner and the Design Team if it appears that the construction budget will not be met and make recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes

made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone: Schematic Design Package (30%), Design Development (75%) Construction Documents (100%CDs). In addition to providing periodic estimates, it is expected that the Design Builder will work cooperatively with Owner and the Design Team to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by the Owner and the Design Team.

The Design Builder shall recommend a strategy for bid packaging the drawings and specifications and administrate the various bid packages relative to the Project approach and other pertinent considerations to meet the Owners schedule.

The Design Builder shall recommend and prequalify subcontractors and contact suppliers to develop a bidder's list for review and approval by the Owner and the Design Team. It is the Owner's policy that only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. Minimum of three (3) bids per subcontract or subtrade, unless otherwise agreed to by Owner. The Design Builder shall endeavor to include TERO certified Indian Owned Businesses (IOB) and comply to the SUIT Tribal Employment Rights Code (TERO), for bidding and preference. During bidding, the Design Builder shall consult with the Project Manager on all bidding IOB's prior to award and contracting.

The Design Builder shall prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by the Owner and the Design Team.

The Design Builder shall prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for the Owner's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Owner and shall include estimated quantities and values justified by the Design Builder. All clarifications, exclusions, exceptions must be identified within the proposal.

The selected Design-Builder will be expected to coordinate with the Tribe's third-party consultants. All communications from the Contractor will be routed through the SUIT Project Manager. The Tribe's Properties & Facilities and Construction Project Management departments will oversee the quality of work, in conjunction with Owner-hired code plan review and inspection Consultant/Contractor as well as an Owner-hired geotechnical consultant and an Owner-hired HVAC commissioning agent.

Upon award of the contract for services, the Design-Builder shall provide the following within 2 weeks of contract award:

1. A submittal schedule showing all anticipated submittals within 2 weeks for review and approval.
2. A schedule of values shall be provided if not provided already in the proposal.
3. The Contractor shall provide their TERO compliance plan.
4. The Contractor shall also provide a list of all personnel (names and phone numbers) who will be on site, in conjunction with their vehicles and license plate numbers.
5. The Contractor must acquire all applicable crossing permits prior to working at the site.

III. SOUTHERN UTE INDIAN TRIBE PROJECT TEAM:

A. Tribe's Project Team:

- Kerri Stewart – Project Manager | Construction and Project Management
- Tyson Thompson – Director | Property & Facilities
- Gavin Martinez – Director | Tribal Housing - Construction and Project Management
- Shannon Eastwood – Director | Tribal Services

IV. SUBMITTAL REQUIREMENTS:

A. **Responses to this RFP are due via email to kestewart@southernute-nsn.gov by 2:00pm MST on October 9, 2026. Late responses will not be considered. The deadline for questions is October 1, 2026, at 5:00pm MST.**

B. The proposal must provide the following:

1. **Organization Qualifications:** Description of the proposing organization's qualifications. The proposal should provide materials documenting the organization's experience with similar projects. Project photographs, locations, sizes, costs, dates, team members, and other relevant data are sought.
2. **Personnel Information:** Information about proposed personnel and proposed professional services consultants. The proposal shall provide materials documenting the proposed personnel, their experience relevant to this Project, proposed project roles, and at least 2 professional references. A project team organization chart and estimates of each individual's time involvement are encouraged.
3. **Design Build Work Plan:** A work plan to fulfill the full Design Build services and deliverables described herein. Narrative descriptions of specific personnel, skills, processes, techniques are expected. A statement about the availability of the proposer's staff to accomplish the required services is expected. Provide a specific statement on document management plan and software intended to be used throughout project. **The work plan should speak to the Design Builders' genuine opinion of meeting the Owner's proposed schedule and budget.**
4. **Design Builder Fee:** Fee shall be in the format provided in **Exhibit 3.9 CMGC-DB Fee Summary**. Any clarifications, assumptions and exclusions not included in the proposed price shall be clearly stated.
5. A summary of critical constructability factors such as the significant design, site, access, utility, phasing, and/or construction challenges that could affect project cost, schedule, safety, or successful delivery.
6. Any requested revisions to the Tribe's Standard form of agreement between the Tribe and Design Builder AIA-A141 document. Provide a statement indicating any proposed changes or acceptance of the Tribe's AIA-A141.
7. Copy of Insurance or ability to be insured for this project (Exhibit 1.5 & 1.6).

C. This RFP does not commit the Tribe to award a contract nor pay any cost incurred in the preparation of the proposals.

D. The Tribe explicitly forbids employees to accept any unsolicited gifts.

E. The Tribe reserves the right:

1. To reject any and all proposals due to non-conformance with submittal requirements; and,
2. To waive any irregularities and informalities; and,
3. To re-advertise when it is in the best interest of the Tribe. Any incomplete proposals will be rejected; and,
4. To ask questions of clarification of any or all Construction Managers as part of its evaluation. If requested by the Tribe, the Construction Manager should be prepared to provide an overall presentation regarding the manner in which the contractual obligations will be accomplished.

V. SELECTION CRITERIA:

A. The Tribe will select the Design Builder based on the qualifications and proposals presented in response to this RFP. The principal criterion for this selection will be:

1. Specific Work Plan demonstrating project delivery narrative. (25%)
2. Speed of project delivery (20%)
 - a. The Tribe is looking for demonstrated ability to achieve early project completion through a realistic and achievable project schedule, successful historical performance, proactive procurement planning, schedule risk mitigation, staffing availability, and innovative design-build delivery strategies that reduce overall project duration without compromising quality, safety, or project objectives.
3. Competitive pricing for work performed, including TERO fees (20%)
4. Qualifications and Experience (15%)
 - a. Include qualifications and experience of proposed personnel and professional services consultants providing Design Build services of this nature.
5. Completed projects relevant to the project type (Design Build services, etc.) and region (10%)
6. Summary statement of the critical constructability factors (5%)
 - a. Provide a summary of the significant design, site, access, utility, phasing, and/or construction challenges that could affect project cost, schedule, safety, or successful delivery.
7. Contract Comments: proposed changes to the Tribe's A141 Agreement (Exhibit 1.5), A141 Insurance and Bonds (Exhibit 1.6), A141 Design Build Amendment (Exhibit 1.7) A PDF shall be provided in writing and must be submitted and reviewed as part of the selection process. (5%)

VI. CONTRACT REQUIREMENTS:

A. All services will be performed in accordance with the:

- The Tribe's AIA A141-2024 Standard Form of Agreement Between the Tribe and Design-Builder for a Traditional Design-Build Project (Exhibit 1.5)
- The Tribe's A141-2024 Exhibit A Insurance and Bonds (Exhibit 1.6)
- The Tribe's A141-2024 Exhibit B Design Build Amendment (Exhibit 1.7)

B. The following services shall be contracted by third party by the Tribe separate from the DB contract:

1. Geotechnical Report and Materials Testing and Inspections
2. Code Plan Review and Inspections
3. HVAC Commissioning
4. Land Surveyor

5. If any other third-party testing is required, the Design Builder shall request of the Owner to provide the service as required.
- C. Completed W-9 form if new vendor (Exhibit 2.5).
 - D. Design-Builder and its subcontractors shall abide by the Tribe's Rules of the Road, TERO, and Crossing Permits (see Exhibits 2.2, 2.4, & 5.1)
 - E. The selected Design-Builder will be responsible for procurement and payment for any subcontracted services, reports, materials, documents, copies, travel, expenses, and any other item(s) or services required to complete the scope of work.
 - F. The Design-Builder shall warranty their work for a minimum of one year from the date of substantial completion. Final approval by the Tribe's Project Team will be required for before the work is considered substantially complete by the Tribe.

VII. TERO REQUIREMENTS & NATIVE AMERICAN PREFERENCE: (see Exhibits 2.1, 2.2, 2.3 & 2.4)

- A. The Southern Ute Indian Tribe has adopted a Tribal Employment Rights Ordinance (TERO) Code, which is to be observed by all businesses operating on the Southern Ute Indian Reservation.
- B. This RFP is an unrestricted solicitation; however, Indian preference will be given to qualified Indian Owned economic enterprises and Indian Organizations. Firms desiring Native American preference for selection must be certified through the Southern Ute Indian Tribe's TERO Office as an Indian-Owned Business. For those firms seeking Native American preference, this is a mandatory requirement, regardless of any other registration or certification that may exist with other tribal TERO offices, agencies, or affiliations.
- C. The TERO policy must be applied to your selection of consultants and/or sub-contractors when putting together your bid proposal if applicable. This shall be broken out as a separate fee in the project fee.
- D. Every Covered Employer, per TERO Code, performing a construction, roustabout or maintenance contract in connection with building construction or oil and gas field work, including a contract for services, labor, or materials or any combination thereof, for such work, a majority of which will occur on lands subject to the jurisdiction of the Tribe, shall pay a fee of 4% of the cumulative amount of the contract, which shall be calculated on a per-contract basis and paid before final payment is made to the contractor but after any and all change orders that may affect the contract price have been processed.
- E. For more information about TERO, contact at:
Southern Ute Indian Tribe TERO Office
P.O. Box 737 Ignacio, CO 81137
(970) 563-0117

VIII. EXHIBITS:

-  Exhibit 1.1 Elders Services Site Image GSM
-  Exhibit 1.1 Elders Services Site Image
-  Exhibit 1.2 SUIT Elders Services Building Program
-  Exhibit 1.5 A141-2024 Design Build Agreement Elders Services
-  Exhibit 1.6 A141-2024 Exhibit A-Insurance & Bonds Elders Services
-  Exhibit 1.7 A141-2024 Exhibit B-DB Amendment Elders Services
-  Exhibit 2.1 - 2019-TERO-Code
-  Exhibit 2.2 - 2019-Compliance-Plan-Form-Fillable
-  Exhibit 2.3 -2026 Indian Own Business List
-  Exhibit 2.4 - Crossing Permit information
-  Exhibit 2.5 W-9 Blank 03-2024
-  Exhibit 3.1 - Tax-exempt certificate
-  Exhibit 3.2 - Direct Deposit Form ACH 2023- AP
-  Exhibit 3.3 - SUIT PayApplication
-  Exhibit 3.4 - WAIVER & RELEASE ON PROGRESS PAYMENT
-  Exhibit 3.5 - WAIVER & RELEASE ON FINAL PAYMENT
-  Exhibit 3.6 - General Conditions Schedule
-  Exhibit 3.7 - Change Order Form
-  Exhibit 3.9 CMGC-DB Fee Summary
-  Exhibit 5.1 - Tribe's rules of the Road
-  Exhibit 5.2 - C&PM Outage Request
-  EXHIBIT 5.3 - SUIT LOTO
-  EXHIBIT 5.4 - SUIT HOT WORKS PERMIT
-  EXHIBIT 5.5 - SUIT FIRE WATCH
-  Exhibit 5.6 - SUIT Best Practice Safety Guidelines for Constructors and Construction_11-21-2022
-  Exhibit 5.8 SUIT_STORMWATER REQUIREMENTS
-  Exhibit 5.7 Title-22-Excavation Code