



BUENA VISTA RANCHERIA
BAND OF ME-WUK INDIANS
1418 20TH STREET
SACRAMENTO, CA 95811
916-491-0011

Request For Proposals:

Buena Vista Rancheria RV Park and RV Storage

RFP # : 12062024

SECTION 1. GENERAL INFORMATION

1.1 Significant Dates:

Posted Date:	12/10/2024
Site Visitation:	12/16/2024 <i>(if requested)</i>
Deadline for Questions:	12/17/2024
RFP Deadline:	12/19/2024
Notice of Award:	12/20/2024

1.2 Description of Proposals Sought:

The purpose of this proposal is to obtain the services of a general engineering or contracting company, or firm licensed in the State of California, to perform construction on the Buena Vista RV Park and RV Storage Area for the Buena Vista Rancheria of Me-Wuk Indians and its related enterprises in accordance with Tribal building codes. This RFP is for the grading, leveling, and infrastructure (Electrical, Water, and Wastewater) of an 40-80 spot RV Park and RV Storage Area located in Amador County, California.

1.3 About Buena Vista Rancheria Tribe:

The Buena Vista Rancheria of Me-Wuk Indians of California (Tribe) is a federally recognized Indian Tribe. The Tribe has been listed by the Secretary of the Interior as such since 1985. The Tribe currently has diversified facilities and land for development.

1.4 Response Format:

Proposals should be prepared simply, providing a straightforward and concise delineation of the Offerors approach and capabilities necessary to satisfy the criteria listed in Section 3. The proposal may not be longer than 25 pages, single-spaced with no less than 12-point font. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Responders that deviate from the required format may be deemed non-responsive.

1.5 Completeness of Proposal

The Offeror must submit a completed Proposal signed by an Offeror representative authorized to bind the proposing Offeror contractually. The Offeror must identify on the form any exceptions the Offeror takes to the RFP or declare that there are no exceptions taken.

1.6 Response Date and Location

Proposals must be submitted no later than **5:30pm PST on December 19th, 2024**. Proposals shall be submitted to rfp@collective-strategies.com . All proposals and accompanying documentation will become the property of the Tribe and will not be returned. Offerors accept all risks of late delivery. Any notification of proposal withdrawal must be sent prior to the due date for proposals in writing to rfp@collective-strategies.com .

1.7 Offeror's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Offeror and are not chargeable in any manner to the Tribe—no exceptions.

1.8 Site Visitations

A site visit is *optional* for this project. By submitting their proposal, the Offeror acknowledges that they have satisfied themselves as to the nature of the work requested. Any site visit shall be coordinated with Mike DeSpain with written notification to the RFP posting agency via an email to rfp@collective-strategies.com

Site Visit Details

Date: 12/16/2024

Time: 11:00 am -12:00 pm

Location: 3501 Coal Mine Road, Ione, CA, 95640

Contact on Day of Visit: Michael DeSpain

Contact Information for Mike: 916-952-0825

SECTION 2. TERMS AND CONDITIONS

2.1 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be emailed to rfp@collective-strategies.com . Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribe.

All questions must be submitted no later than **5:00PM, PST, December 17th, 2024**. All responses will be sent out via email no later than 5:30 p.m. PST within 2 business days after receipt of the question.

2.2 RFP Amendments

The Tribe reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Tribe reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribe also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Offeror's responsibility to check the posting for the issuance of any amendments prior to submitting a proposal response.

2.3 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 2.1, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.4 Rejection of Proposals

The Tribe reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Tribe.

2.5 Proposal Validity Period

Submission of a proposal will signify the Offeror's agreement that its proposal and the content thereof are valid for 30 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal may become part of the Contract negotiated between the Tribe and the successful Offeror.

2.6 Proposal Signatures

An authorized representative of the Offeror must sign proposals, with the Offeror's address and telephone information provided. Unsigned proposals will not be considered.

2.7 Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFP insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Offeror, his agents, representatives, employees or Subcontractors. The Offeror shall pay the cost of such insurance. Insurance shall meet or exceed the following unless otherwise approved by the Buena Vista Rancheria Tribe.

A. Minimum Insurance of 2,000,000

1. Commercial General Liability coverage with limits not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Business Automobile Liability coverage with limits of not less than \$1,000,000 per accident for any auto.
3. Worker's Compensation coverage as required.

B. Self-Insured Retentions

Self-insured retention must be declared to and approved in writing by the Buena Vista Rancheria Tribe.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the Buena Vista Rancheria Tribe, its officials, employees, and volunteers as additional insured.
 2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Buena Vista Rancheria Tribe.
 3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to the Buena Vista Rancheria Tribe.
- D. Acceptability of Insurers
Insurance shall be placed with insurers with a rating acceptable to the Buena Vista Rancheria Tribe.
- E. Verification of Coverage
The offeror awarded a contract under this RFP shall furnish the Buena Vista Rancheria Tribe with certificates of insurance required herein. The certificates are to be received and approved by the Buena Vista Rancheria Tribe before work commences. The Buena Vista Rancheria Tribe reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors
Subcontractors hired pursuant to this RFP must provide coverage, which complies with the requirements stated herein.

2.8 Hold Harmless

The Offeror shall hold harmless, defend, and indemnify the Tribe and the Tribe officers, agents, and employees against any liability that may be imposed upon them by reason of the Offeror's failure to provide worker's compensation coverage or liability coverage.

2.9 Retainage/Performance Bond

For construction-related projects, any contract negotiated in response to this RFP will require either a 10% retainage or a performance bond.

2.10 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Offeror shall become the property of the Tribe. The Tribe may provide the Offeror with a limited license to use such material.

2.11 Limitations on Costs and Expenses

The Offeror's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (in-house photocopying; unnecessary express mail/overnight courier mailings); or for developing invoices for the Tribe.

2.12 Dispute Resolution and Venue

The Tribe will require the selected Offeror to expressly consent to the jurisdiction of the Buena Vista Rancheria Tribal Court for any and all disputes that may arise from the Tribe engagement of the Offeror's services, including the application of tribal law.

2.12 Appropriated Funds

Any contract awarded pursuant to this RFP is subject to the Tribe's appropriation and budgetary process, which operates on a calendar fiscal year from January 1 - December 31. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.13 Indian Preference

The RFP is non-restricted, but Indian Preferences applies to the award of this contract in accordance with Regulations 24 CFR 1000.52, Section 7 (b) of the Indian Self Determination and Education Assistance Act U.S.C. 450 (b)

2.12 Debarment

Selected Offeror must sign a Certification Regarding Debarment and Suspension (See Attachment A).

2.13 Contract

The selected Offeror will be required to enter into the Buena Vista Rancheria Tribe's standard form contract or if the Tribe agrees to it, AIA Form A141 for the agreement between the contractor and the Tribe. The contract between the Contractor and the Architect shall be AIA B 143 (design build contract). The Contractor may not assign any part of the AIA A141 or B143 without the written consent of the Tribe. Any increase in contract price following execution of the contract requires a written modification to the contract to continue.

2.14 Legal Review

All contracts and addendums to existing contracts must be reviewed by the Tribal Attorney before execution. The Tribal Attorney will review contractual obligations imposed on both parties of the contract. Generally, the Tribal Attorney will not review for subject matter; however, as Offerors may attempt to modify certain terms of the agreement in the scope of work, the Tribal Attorney will review the contract in its entirety and will address any issues and concerns. The Tribal Attorney may impose amendments and require changes to specific contract wording in order to adequately protect the Tribe.

SECTION 3. REQUESTED SERVICES

3.1 Scope of Work

Obtain the services of a general engineering, contracting company, or firm licensed in the State of California, to perform construction on the Buena Vista RV Park and RV Storage Area for the Buena Vista Rancheria of Me-Wuk Indians and its related enterprises in accordance with Tribal building codes. This RFP is for the grading, leveling, and infrastructure (Electrical, Water, and Wastewater) of an RV Park and RV Storage Area located in Amador County, California.

3.2 Required Information

The Offeror's Proposal must include the following:

- A. Title Page. Show request for proposal (RFP) subject, name of proposer's firm or business, address, telephone and fax numbers, name of contact person, and date of submission.

- B. Transmittal Letter. A one-page summary stating the Offeror's understanding of the work to be done and making a positive commitment to perform the work within the time period required.
- C. Table of Contents. A clear identification of the material by section and page number.
- D. Profile of the Offeror. Include background information on the firm or business, including the location of office(s), number of partners, managers, supervisors, seniors and other professional staff.
- E. Provide a project team organization chart along with team resumes, roles and responsibilities of each team member and the allocation of time proposed for each team member to the project.
- F. Identify all major subcontractors necessary to conduct the project.

3.3 Invoices and Payment

The contractor will submit invoices to the Tribe for incurred cost, at a minimum, on a monthly basis during the project period. The invoices will be submitted to the Tribe either by paper mail or email to:

Buena Vista Rancheria of Me-Wuk Indians
Attn: Michael DeSpain
1418 20th Street Suite #200
Sacramento, CA 95811

mike@buenavistatribe.com

SECTION 4. PROPOSAL EVALUATION

4.1 Evaluation Procedures

A Selection Committee will evaluate proposals. The selection will consider how well the Offeror's proposal meets the needs of the Tribe as described in the Offeror's response to each requirement listed in Section 3.8. In evaluating the proposals, the Tribe will use a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.2. All proposals will be evaluated using the same criteria and weighting. Any proposal that does not contain each element described in this RFP, fully completed, initiated or executed, as appropriate, may be judged to be incomplete and may not be considered further.

4.2 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribe may select a contract other than the one providing the lowest cost solution. The objective is to choose the entity capable of providing reliable and effective services within a reasonable budget.

Evaluation will be based on the following criteria:

- 1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed.
(0-15)

- 2) Reasonableness of overall time estimates as well as the time estimates for each major section of the work to be performed. (0-20)
- 3) Qualifications of Offeror (0-15)
- 4) Size and structure of Offeror and ability to maintain continuity of work (0-5)
- 5) Experience of Offeror in conducting projects; must also complete Attachments A&B (0- 15)
- 6) Qualifications and experience of staff to be assigned. Education, position in the Offeror, and years and types of experience will be considered (0-10)
- 7) Indian preference (0 – 10)
- 8) Cost (0-10)

Maximum Points: 100

4.3 Discussion Sessions

No in person meeting is needed and meeting with the Tribal Council is not required. A virtual meeting will be scheduled with directors and program staff.

4.4 Final Selection

The Selection Committee will formulate their recommendation for award of the contract, and final selection will be made by directors and program staff. Each Offeror submitting a response to this RFP will be notified in writing as to acceptance or rejection of their proposal. Release of notification letters shall be within thirty (30) days of the proposal submission date. Buena Vista Rancheria Tribe reserves the right to delay this action if it is deemed to be in the best interest of the Tribe.

4.5 Contract Award and Execution

The Tribe reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be initially submitted on the most favorable terms the Offeror can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.

The RFP document and the successful Offeror's proposal response, as amended by agreement between the Tribe and the Offeror, including e-mail or written correspondence relative to the RFP, may become part of the Contract between the Tribe and the successful Offeror. Additionally, the Buena Vista Rancheria Tribe may verify the Offeror's representations appearing in the proposal. Failure of the Offeror to perform as represented may result in elimination of the Offeror from competition or in Contract cancellation or termination.

The apparent successful Offeror will be expected to enter into a contract with the Tribe. If a contract is not entered into within a reasonable time after selecting the proposal, the Tribe may elect to cancel the award or award the Contract to the next highest ranked Offeror. The Tribe shall not be bound or in any way obligated until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of a final contract.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Tribe may discuss with the selected Offeror offers for cost reduction and other elements of the Offeror's proposal. If the Tribe determines that it is unable to reach a contract satisfactory to the Tribe with the selected Offeror, then the Tribe will terminate discussions with the selected Offeror and proceed to the next Offeror in order of selection.

ranking until a contract is reached or the Tribe has rejected all proposals. The Tribe will not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Tribe reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Tribe and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Tribe and to temporarily or permanently abandon the procurement.

ATTACHMENT A:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

A. The Offeror certifies, to the best of its knowledge and belief, that:

1. The Offeror/any of its Principals-

(a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have () have not (), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.

(d) The Offeror has () has not (), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

B. The Offeror shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror's proposal non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.
