



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

Request for Proposal:

PARKING LOT RESURFACING AND TRENCHING

BVR PARKING LOT 06132022

SECTION 1. GENERAL INFORMATION

1.1 Significant Dates:

Posted Date: 06/15/2022
Deadline for Questions: 06/20/2022
Closing Date: 06/22/2022

1.2 Description of Proposals Sought:

Buena Vista Rancheria of Me-Wuk Indians (BVR) is a Federally Recognized Tribe with a 67.5-acre reservation located approximately 5-miles south of Ione, CA in southwestern Amador County. The purpose of this proposal is to obtain the services of a general contracting firm or business, licensed in the State of California, to perform construction on a parking lot resurfacing for the Buena Vista Rancheria of Me-Wuk Indians and its related enterprises in accordance with Tribal building codes.

This RFP is for the construction of a 18,000 square foot parking lot with two 6ft x 6ft concrete vaults and 200 lf of trenching to include installation of conduit provided 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 10 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 a 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, June 22nd, 2022**. Proposals shall be submitted via an online portal:

https://rfp.collective-strategies.com/buena-vista-tribe/bvrparkinglot_06132022/

All proposals and accompanying documentation will become the property of the Tribe and will not be returned. Offerors accept all risks of late delivery.

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 not required for this project. By submitting his/her proposal, the Offeror acknowledges that he/she has satisfied him/herself as to the nature of the work requested.

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, June 20th, 2022. All responses will be posted on the portal: https://rfp.collective-strategies.com/buena-vista-tribe/bvrparkinglot_06132022/ 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 Tribe's website:

https://rfp.collective-strategies.com/buena-vista-tribe/bvrparkinglot_06132022/ 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 email 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 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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 which will include a "no assignment" provision indicating that the Contract may not be assigned without written consent of the Tribe. Any increase in contract price following execution of the contract requires a written modification to the term 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

Project Approach

3.2 Scope of Work

Contractor to install approx. 18,000 sq ft of asphalt, two 6ft x 6ft concrete vaults, and install conduit in approx. 200 lf trench

3.3 Covid 19 Precautions

Buena Vista Rancheria is practicing Covid-19 safety protocols including physical distancing, mask wearing while inside or in close proximity while outdoors, regular hand washing and/or sanitizing. The Tribe wishes to ensure safety of its project managers while working with the Contractor and Crews. The Tribe anticipates the Contractor is practicing its own safety standards and requests that the Contractor adhere to its Covid-19 safety and disinfecting policies while on Tribal land.

3.4 Deliverables

Same as Scope of work (see above)

3.5 Schedule / Timeline

Within 30 days

3.6 Cost Estimate

Between \$150,000.00 and \$250,000.00

3.7 Invoices and Payment

Invoice and Payment are due to Tribe within 30 days and payment to contractor within 30 days after submission

3.8 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. Approach. Provide a clear description of the Offeror's anticipated approach for providing these services and methodology for implementing the statement of work.
- D. Statement of Qualifications. Describe Offeror's experience that is relevant to the proposed services. Such as recent experience with other tribal governments, including a list of tribal governments served by the firm or business in the last three years and types of services rendered to each.
- E. References. Include references from previous clients. See Attachment B.
- F. Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the Offeror might have or encounter in providing these services to the Buena Vista Rancheria Tribe.
- G. Detailed Cost Proposal. Provide a detailed statement of any and all costs for providing these Services.

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 In-Person Discussion Sessions

One or more Offerors who have scored well on the evaluation may be invited by the Tribe, without cost to the Tribe, to a discussion with the Buena Vista Rancheria Tribal Council, the managers of relevant tribal programs, and others invited to the Session to provide the Offeror the opportunity to demonstrate its services, to discuss its approach/methodologies, implementation process, schedule, staffing and other applicable professional services. The Discussion Session will be informal, as the Tribe is not interested in a sales presentation by Offeror but rather an interactive discussion; it is important that those key personnel identified by the Offeror to be assigned to the project will fully participate in the presentation and discussion.

4.4 Final Selection

The Selection Committee will formulate their recommendation for award of the contract, which will be forwarded to the Buena Vista Rancheria Council for formal acceptance. 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 an 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 an 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.

Authorized Signature

**ATTACHMENT B:
CLIENT REFERENCES**

Client Reference # 1

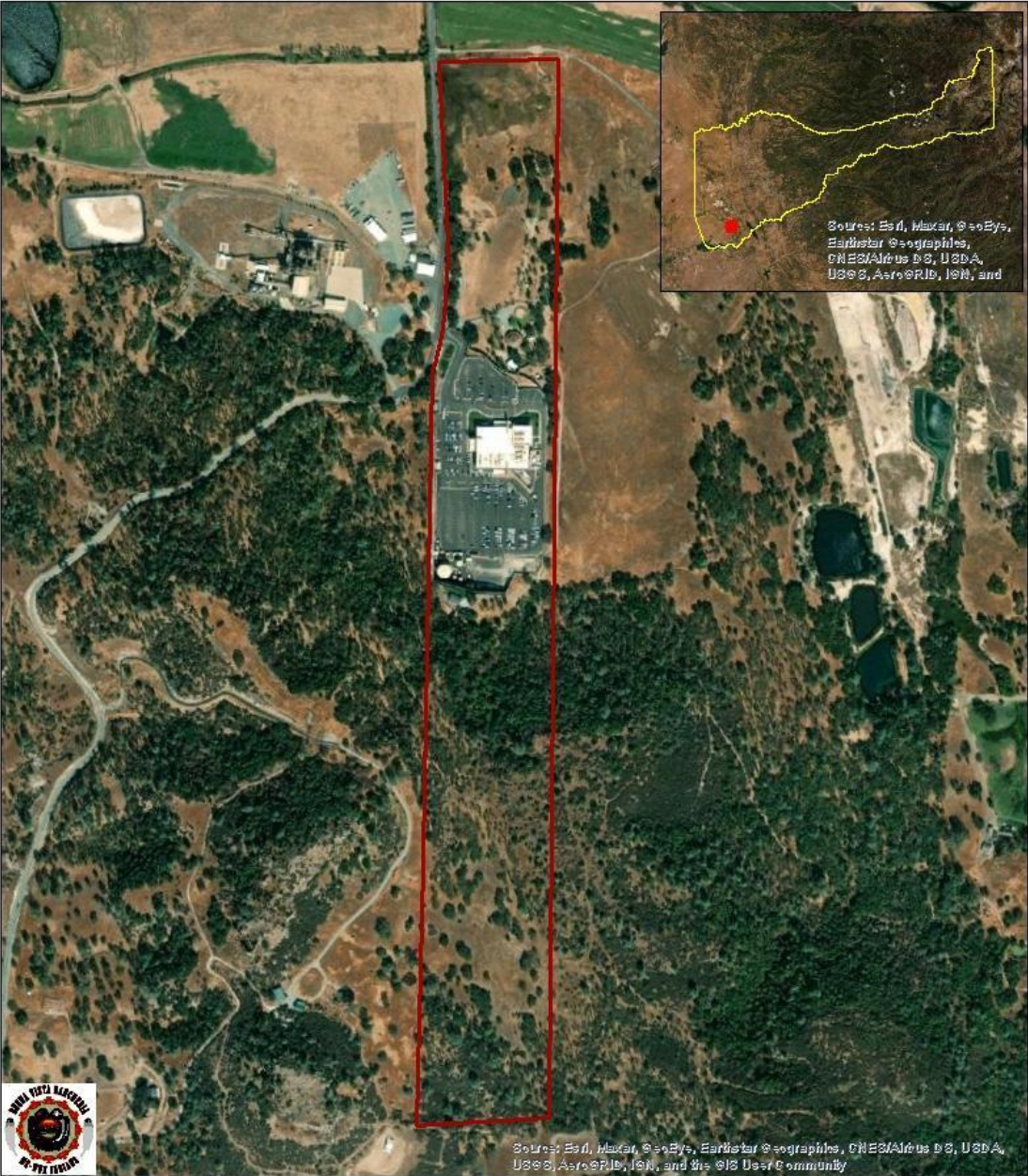
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Mailing Address :
(City/State/ZipCode) :
Contact Name:
Title :
Phone Number :
Email Address_ :
Date when work performed:
Description of work performed:

Client Reference # 2

Name of Entity :
Mailing Address :
(City/State/ZipCode) :
Contact Name:
Title :
Phone Number :
Email Address_ :
Date when work performed:
Description of work performed:

Client Reference # 3

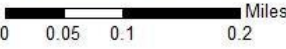
Name of Entity :
Mailing Address :
(City/State/ZipCode) :
Contact Name:
Title :
Phone Number :
Email Address_ :
Date when work performed:
Description of work performed:



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Buena Vista Rancheria of Me-Wuk Indians

67.5-acre Reservation Land



Source Info:
 BVR Natural Resources Dept., Amador County GIS
 E. Moloney 2022

	BVR Reservation Boundary
	Amador County