



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

Invitation to Bid:

Buena Vista Rancheria Public Safety and Community Health Facility BVR_08222022

SECTION 1. GENERAL INFORMATION

1.1 Significant Dates:

Posted Date: 08/22/2022
Site Visitation: None
Deadline for Questions: ASAP
Closing Time and Date: 08/26/2022, 10am PST
Bid Opening Date: ASAP
Offeror Interviews: 08/26/2022
Notice of Award: 08/29/2022

1.2 Description of Proposals Sought:

The purpose of this proposal is to obtain the services of a general contracting firm licensed in the State of California, to perform construction on the Buena Vista Public Safety and Community Health Facility for the Buena Vista Rancheria of Me-Wuk Indians and its related enterprises in accordance with Tribal building codes. This RFP is for the design, build, and construction of a 2,000 to 5,000 square foot modular building 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 10:00AM PST on 08/26/2022. Proposals shall be submitted via the portal https://rfp.collective-strategies.com/buena-vista-tribe/BVR_08222022 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 his/her proposal, the Offeror acknowledges that she/he has satisfied her/himself as to the nature of the work requested. Any site visit shall be coordinated with Mike DeSpain, COO/NRD 916-952-0825 with written notification to the RFP posting agency.

Date:

Time:

Location:

Contact on Day of Visit:

Instructions:

Important Information: As per CDC current guidelines

- All COVID-19 Guidelines will be strictly adhered to during your visit
- All visitors must wear masks over their nose and mouth at all times unless outside
- Visitors must keep social distance of at least 6 ft.
- If any visitor is displaying any COVID-19 symptoms or feels they have been exposed to the virus, they must notify the email listed above of their absence and remain at home.
- No more than 2 total persons from each prospective vendor will be permitted on the site visit.

SECTION 2. TERMS AND CONDITIONS

2.1 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be submitted via the portal's Question and Answers section ASAP. All responses will be copied via email to Offerors.

Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding to the Tribe.

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. Each Offeror will be sent an electronic copy of any addenda and receive a phone call to confirm receipt of any addenda.

2.3 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 1.6, 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 Buena Vista Rancheria 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 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**
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 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.

2.9 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.

2.10 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.

2.11 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 grant a partial waiver of sovereign immunity to the Offeror so than any disputes or claims will be adjudicated as outlined by AIA Form A141.

2.13 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.

2.14 Indian Preference

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

2.15 Local Tribal Laws

Local tribal laws shall apply.

2.16 Debarment

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

2.17 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 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.

2.18 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

- A. Install a 3,000-5,000 SF Modular building to include bathrooms and landings for both ADA and Routine access.

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.
- G. Provide a list of all potential long lead items that may be related to this project understanding that there are not any detailed design drawings available for review.
- H. Provided a detailed breakdown of fees, general conditions, labor rates and mark up on any change orders. **DO NOT** mark- up insurance, subguard or any other elements of your general conditions.
- I. Provide a project construction schedule assuming a start date of January 15 and a substantial completion date of August 31.
- J. Approach. Provide a clear description of the Offeror's anticipated approach for providing preconstruction and construction services. Describe methodology for implementing the statement of work.
- K. Statement of Qualifications:
 - Experience of Offeror: Provide a statement of the Offeror's experience conducting similar projects. Highlight the similar project experience on each resume as well.
- L. Offerors must include a statement in the proposal to the effect that "the key personnel assigned to this project as described in this proposal will not be removed from the audit without prior approval of the Tribal Attorney."
- M. Describe the Offeror's Safety Program, EMR rating, and Quality Program. Any detailed description may be attached to the proposal and will not be included in the 25 page limit.
- N. 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.

SECTION 4. PROPOSAL EVALUATION

4.1 Evaluation Procedures

A Selection Committee will evaluate proposals and conduct team interviews. 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 3.3. 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 schedule 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 Attachment B (0- 15)
- 6) Qualifications and experience of staff to be assigned; similar project experience, years with the firm, education related to construction, experience with scheduling software, safety certifications, and relevant references. (0-10)
- 7) Indian preference (0 – 10)
- 8) Cost (0-10)

Maximum Points: (90 plus (0-10) for Indian Preference)

4.3 Offeror Interview Sessions

One or more Offerors who have scored well on the evaluation may be invited by the Tribe, without cost to the Tribe, to an interview with the Buena Vista Rancheria Tribal Council, the managers of relevant tribal programs, and others invited to the interview to provide the Offeror the opportunity to demonstrate an overview of its services, to discuss its approach/methodologies, implementation process, schedule, staffing and other applicable professional services. The interview 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. **Each interview will be limited to one (1) hour.**

4.4 Final Selection

The Selection Committee will formulate their recommendation for award of the contract following the project team interviews. Each Offeror submitting a response to this RFP will be notified in writing as to acceptance or rejection of their proposal within ten (10) 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.

Attachments incorporated as a part of this RFP.

Attachment A - Certification Regarding Disbarment, Suspension etc.

Attachment B - Client References

Attachment C - Proposed Matrix for Design Build Responsibilities

Attachment D - Sales Tax Procedures (further clarification will be provided including applicable forms)

Attachment E - Exemption Certificate

Attachment F- Price Proposal Form (will be forwarded via email)

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, ore 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.

Authorized Signature

**ATTACHMENT B:
CLIENT REFERENCES**

Client Reference # 1

Name of Entity:
Mailing Address:
City/State/Zip Code:

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/Zip Code:

Contact Name

Title
Phone Number
Email Address_
Date when work performed:
Description of work performed:

Client Reference # 3

Name of Entity:
Email Address: _ City/State/Zip
Code:

Contact Name

Title
Phone Number
Email Address_
Date when work performed:
Description of work performed:

ATTACHMENT C

**Proposal for Design Build Services
Buena Vista Rancheria - New Office Building
4640 Coal Mine Road, Ione, CA 95640**

Design Build Service Matrix

Discipline / Scope	Firm	Owner	Design Builder (G/C)	Not Applicable	Available as an Additional Service
Existing Conditions Division 02 - Selective Demolition	GC		X		
Architect of Record (AOR) Division 03 - 12	LPA / Structural		X		
Furnishings (Art, Sulptures, & Murals) Division 12	TBD (if required)	X			
Furnishings (Movable / System Furniture & Lamps) Division 12	TBD (if required)	X			
Special Construction Division 13	TBD (if required)				X
Division 14 - Conveying Equipment (Performance Spec / Peer Review)	TBD (if required)		X		
Division 21 - Fire Suppression (Performance Spec / Peer Review)	TBD (if required)		X		
Division 22 - Plumbing (Performance Spec / Peer Review)	TBD (if required)		X		
Division 23 - H.V.A.C. (Performance Spec / Peer Review)	TBD (if required)		X		
Division 26 - Electrical (Performance Spec / Peer Review)	TBD (if required)		X		
Division 27 - Communications (Performance Spec / Peer Review)	TBD (if required)		X		
Division 28 - Electronic Safety & Security (Performance Spec / Peer Review)	TBD (if required)		X		
Div. 14 - Conveying Engineering & Documentation (Design / Build)	D/B Sub		X		

Div. 21 -Fire Suppression Engineering & Documentation (Design / Build)	D/B Sub		X		
Div. 22 - Plumbing Engineering & Documentation (Design / Build)	D/B Sub		X		
Div. 23 - H.V.A.C. Engineering & Documentation (Design / Build)	D/B Sub		X		
Div. 26 - Electrical Engineering & Documentation (Design / Build)	D/B Sub		X		
Div. 27 - Network, Communication & Data Systems Engr & Doc. (Design / Build)	TBD (if required)				X
Div. 27 - Auto Visual Systems Engineering & Documentation (Design / Build)	TBD (if required)				X
Div. 28 - Fire Alarm Engineering & Documentation (Design / Build)	D/B Sub		X		
Div. 28 - Security Systems Engineering & Documentation (Design / Build)	TBD (if required)				X
Architect of Record (AOR) Division 31 - 33	LPA / Civil / Landscape		X		
SWPPP	LPA / Civil		X		
Facility Needs Assessment	LPA		X		
Energy Modeling	LPA		X		
Acoustical Consultant	LPA		X		
Cost Estimating	GC		X		
Geotechnical Engineer	TBD	X			
FF&E	TBD (if required)	X			
Title Report	TBD (if required)				X
Boundary / Topo / Utility Survey	TBD (if required)	X			
Testing / Inspection	TBD (if required)	X			
Permitting / Regulatory Approvals	TBD (if required)	X	X		

Life Cycle Cost Analysis	TBD (if required)				X
Access Compliance Survey (ADA)	TBD (if required)				X
Environmental Consultant (Hazardous Materials)	TBD (if required)				X
Furniture Design & Specification	TBD (if required)				X
Furniture Design & Procurement Assistance	TBD (if required)				X
Project Signage (not covered by code)	TBD (if required)				X
LEED	TBD (if required)				X
Specialty Lighting Consultant	TBD (if required)				X
Food Service Consultant	TBD (if required)				X

ATTACHMENT D

SALES TAX PROCEDURES

The contract, scope of work, terms and conditions, purchase order, or other document ("Agreement") to which this Exhibit is attached shall be deemed to incorporate the following Sales Tax Procedures, notwithstanding anything to the contrary in the Agreement. In the event of any conflict between the Agreement and the Supplemental Terms, the Sales Tax Procedures shall govern.

sales Tax Procedures

1. Purpose. One of the primary objectives of these Procedures (including Attachments A and below) is to set forth the procedures required for the Buena Vista Rancheria of Me-Wuk Indians (the Tribal Customer) to take maximum advantage of the sales tax exemption provisions of California Sales and use Tax provisions contained in Regulation 1616 et seq. in conjunction with Regulation 1521 et seq. and 1668 et seq, (collectively "Regulations"). These terms and conditions and Regulations are hereby made a part of and incorporated by reference into all Purchase Orders issued by the Tribal Customer.

2. Definitions.

"Supplier" is the seller of the items described on the first page of the Purchase Order ("PO").

"Contractor*" means the Tribal Customer's general contractor or any other contractor that has a direct contract to perform work at the Project, or as follows:

John A. Stewart doing business as CJS Buildings, a construction firm located at 1261 Trabeaud Road, Pine Grove, California, 95665, California

"Project" is the following project being built on Tribal lands ("Reservation") located at 4650 Coal Mine Road, Lone, California;

The Tribe's new Government Center, as Identified in the construction contract to which these Sales Tax Procedures are attached.

*BOE" is the California State Board of Equalization, "Exemption Regulations"

mean California Sales and Use Tax Regulations 1616 et seq. and all

amendments thereto.

"Resale Regulations" mean California's Sales and Use Tax Regulations Section 1521, 1668 et seq., all other regulations applicable to the resale of tangible personal property, and all amendments thereto.

"FOB Destination*" means the Reservation.

"Tribal Representative" means the Tribal or Tribal Customer employees or Tribal members authorized by the Tribe or the Tribal Customer, in writing, to: (i) sign Purchase Orders on behalf of the Tribal Customer; and/or (ii) receive, inspect and sign for Materials purchased by the Tribal Customer that are delivered to the Reservation.

"PO" means Purchase Order.

3. Conditions of Sale—Direct Purchase. Unless the Tribal Customer states in writing on the face of the Purchase Order that its purchases pursuant to this PO are not intended to be sales tax exempt, It is an express condition for payment by the Tribal Customer for the Materials and of the Tribal Customers

indemnification of the Supplier set forth in Section 9 that the Supplier follow all of the procedures hereinafter set forth and comply with all of the requirements of the Exemption Regulations including but not limited to the following

- A. Sales. Sales shall be initiated by the Tribal Customer using the Tribal Customer's approved Purchase Order form, Each Purchase Order shall be signed by a Tribal Representative and each PO shall originate on the Reservation to constitute a valid purchase order upon which a Supplier can act,

Transfer of Title and Possession. Title to and possession of the materials purchased by the Tribal Customer shall transfer to the Tribal Customer prior to the time the Materials are installed* but shall not transfer from the supplier to the Tribal Customer until

The Materials are delivered to the Reservation as set forth in Section 3(C) below, and ii. The Materials are accepted as set forth in Section 3(D) below.

No Materials shall be installed In the Project until after title and possession thereto have passed to the Tribal Customer as set forth in this Section 31BW

- C. Delivery. All Materials shall be directly delivered by Supplier to the Reservation whenever Supplier has trucks available and capable of delivering the Materials. If a Supplier does not have its own trucks or facilities capable of making delivery. it shall use a common carrier. In addition, Supplier shall comply with each of the following terms and conditions:

- i. Delivery shall be FOB Reservation; and
- ii. Title to the Materials shall not pass prior to the time that the Materials are accepted as set forth in Section 3 (D) below; and
- iii. All Materials must, in fact, be delivered to the Tribal Customer on the Reservation; and
- iv. All transportation documents, such as bills of lading shall state that deliver,' is at destination. FOB Reservation, and
- v. All invoices accompanying bills of lading or other shipping documents shall separately state of the cost of Materials from all other costs such as delivery, labor, and service.

The risk of loss or damage to Materials shall remain with the Supplier until they are inspected and accepted by the Tribal Customer on the Reservation.

- D. Acceptance of Materials. No Materials shall be accepted by the Tribal Customer and title to and possession of the Materials shall not pass to the Tribal Customer until Materials delivered to the Reservation have been inspected and accepted by a Tribal Representative. The purpose of the inspection is to insure:

- i. Compliance of the quantity and description of Materials delivered with the applicable purchase orders and Invoice(s);
- ii. Compliance of the Materials with the specifications therefore set forth in any contract documents between the Tribal Customer and Supplier or Supplier and Contractor, and
- iii. Good condition of the Materials without apparent damage.

Each of the foregoing is an express condition of acceptance and transfer of title to and possession of the Materials to the Tribal Customer. The signature of the Tribal Representative following delivery to the Reservation and inspection shall be evidenced by his or her signature on a Bill of Sale and Receipt substantially in the form shown below.

- E. Invoices. All invoices for Materials shall designate the Purchaser as the Buena Vista Rancheria of Me-Wuk Indians. All Invoices shall itemize the Materials and shall separately state the sales/purchase price apart from any other charges including but not limited to delivery, labor, service and Installation charges.
- F. Subsequently Discovered Damage or Defects. The Inspection and acceptance of the Materials after delivery cannot constitute a waiver by the Tribal Customer of claims for subsequently discovered defects, damage or non-conformity of the Materials to the specifications therefore including quantity.
- G. Subsequently Discovered Damage or Defects. The acceptance and inspection of the Materials after delivery by the Tribal Representative shall not constitute a waiver by the Tribal Customer of claims against Supplier for subsequently discovered defects, damage or non-conformity of the Materials to the specifications therefore including quantity.
4. Conditions of Sale — Resale. If Supplier is the Contractor or one of its subcontractors, and resells Materials to the Tribe pursuant to this PO ("Resale Supplier"), it is an express condition for payment by the Tribal Customer that the Resale Supplier complies with:
- i. All of the procedures hereinafter set forth in this Section 4; ii. the Resale Regulations; and
 - iii. The Exemption Regulations.
- A. Resale Procedure and Subcontract Requirements. A Resale Supplier may resell Materials to the Tribal Customer without the payment of state sales tax by complying with the requirements of Sales and use Tax Regulations 1521, 1616 and 1668, all of which are incorporated herein by reference. Based upon those regulations, the Tribe and/or the Tribal Customer have established the following procedures to be followed by Resale Suppliers:
- i. The Resale Supplier shall obtain and maintain a valid California State Seller's Permit until the terms of the PO are met in full;
 - ii. The Resale Supplier shall purchase Materials from its vendors and suppliers using its Seller's Permit; and it shall issue a Resale Certificate to its vendors and suppliers. The Resale Certificate(s) shall be in a form approved by the BOE and shall be issued in accordance with applicable State of California regulations;
 - iii. The Resale Supplier must obtain (and maintain as a Suppliers Record) documentation supporting the completed sale of the Materials from the Resale suppliers and vendors to the Subcontractor prior to the resale of the Materials to the Tribal Customer; iv. After title to the Materials has passed to the Resale Supplier. It shall resell such Materials directly to the Tribal Customer on the Reservation prior to installing them in the Project and exclusive of the charge for installation.
 - V. The Resale supplier shall not re-sell any Materials to the Tribal Customer that are originally purchased as a fungible, commingled lot unless the entire lot is resold to the Tribal Customer; vi. The Resale Supplier must be in the business of selling the Materials apart from its sale of them to the Tribal Customer and so warrant and represent in its contract with the Tribal Customer or its subcontract with the Contractor; vii. The Contractor's contract with the Tribal Customer and each subcontractor's subcontract with the Contractor must separately state the price of materials, exclusive of all other charges including delivery, service, labor, and installation. The Contractor's contract with the Tribal Customer and each subcontractor's subcontract with the Contractor must explicitly provide for the transfer of title to and possession of the Materials to the Tribal Customer

prior to the time they are installed'. In fact, the contractual provisions set forth above in this Section 4 must be carried out-

- B. Required Compliance with Direct Sales Method. In addition to the forgoing requirements for the resale of materials pursuant to Sales and use Tax Regulations 1521 and 1668, a Resale Supplier reselling Materials shall comply with the procedures and requirements set forth in Section 3 (A) through 3 (F) above. Finally, each Resale Supplier Certificate as described in Sales and Use Tax Regulation 1667 to substantiate that the Resale Supplier's sale is exempt from state sales tax; and finally, the Resale Supplier must make copies of such certificates available to Its suppliers/vendors when the Resale Supplier issues them resale certificates.
5. Conflicts. In the event of a conflict of any of the terms and conditions of this Agreement and the Exemption Regulations or the Resale Regulations, the Regulators shall apply and govern the rights and obligations of the parties under this Agreement.
6. Invoicing. Supplier invoices shall state the cost of Materials separately from the costs or fees for delivery, labor, service, installation or other charges. All invoices must be sent to the Reservation at 4650 Coal Mine Road, tone. CA 95640, with copies to the Contractor.
7. Payment. Payment shall be made by the Tribal Customer from the Reservation to Supplier using the Tribal Customer's funds obtained through the Project financing.
8. Changes to Procedures. The Tribal Customer reserves the right to change the procedures set forth in this Agreement from time to time, if, in its sole discretion, it determines that such changes are necessary to comply with the Exemption Regulations or Resale Regulations.
9. Indemnification from Sales Tax if Supplier is assessed sales tax, interest and penalties {"Sales Tax Costs") on Material sales to the Tribal Customer. the Tribal Customer agrees to pay such costs to reimburse the Supplier for them provided that:
 - i. The Supplier has followed all the applicable procedures set forth in these Terms and Conditions of Sale. and it has not paid the assessed Sales Tax Costs to the BOE unless prior notice has been given to the Tribal Customer and the Tribal Customer has declined to defend or contest the Sales Tax Costs; ii. The Supplier has fully complied with all applicable California Sales and Use Tax regulations pertaining to the method of sale used by the Supplier (including but not limited to Sales and use Tax Regulations Sections 1616, 1521 and 1668); and administrative and legal remedies available to challenge the assessment of Sales Tax Costs have been exhausted by the Tribal Customer, or the Tribal Customer, In its discretion, has determined to pay the Sales Tax Costs without pursuing such remedies.However, this indemnity for the supplier to fully comply with the regulatory requirements for resell of Materials pursuant to Sales and Use Tax Regulations Section 1521 and 1668 if the Supplier uses the Resale method. The Tribal Customer presumes that as a reseller, each Supplier is familiar with those regulations that apply to the resale of Materials.
10. Certificate of Exemption. Before the Supplier invoices the Tribal Customer for the Materials, or at any time within the Suppliers normal billing and payment cycle, or any time at or prior to the delivery of the Materials to the Tribal Customer, the Tribal Customer shall issue to the Supplier an executed Certificate of Exemption whereupon Supplier shall sign and date It and return it to the tribe as an express condition of payment by the Tribe of any invoices from the Supplier. The Supplier shall not sign the Certificate of Exemption until after the materials have been delivered and received by the Tribal Customer on the Reservation.
11. Document Retention and Audit Supplier shall keep full and detailed records of its sales of Materials to the Tribal Customer in accordance with Generally Accepted Accounting Principles, the requirements

of this Agreement. and any applicable State of California Sales and Use Tax Regulations. Such records shall be kept and maintained for a period of at least SIX (6) years after final payment by the Tribal Customer pursuant to this PO. The records shall include but not be limited to purchase orders, sales receipts, certificates of exemption, bills of lading and other transportation documents pertaining to the Materials, accounting books, and correspondence relating to the materials, regardless of whether such records are written or electronic in format ("Suppliers Records").

12. Deduction for Sales Tax Improperly Charged to Tribal Customer. If any Supplier charges sales or use tax on this Project (in the absence of a determination by the State of California that sales or use tax must be charged), the amount of tax so charged will be deducted from any amounts owed to such Supplier by the Tribal Customer.
13. Deposits and partial Payment\$. All deposits and partial payments made by the Tribal Customer on any PO shall be for the purpose of providing security to the Supplier of the Tribal Customer's Intent to complete the purchase of Materials upon compliance with the terms of the PO. The making of a deposit or partial payment without delivery and acceptance as set forth above shall not constitute an event resulting in transfer of title or possession of the Materials to the Tribal Customer.
14. Cooperation of Supplier with the Tribal Customer in Event of Audit. If Supplier receives notice from the BOE of an audit or inquiries with respect to the sales of Materials for the Project it must notify the Tribal Customer in writing within 72 hours of receipt of such notice or inquiry. The Tribal Customer may elect to defend any sales tax exemption challenged by the BOE on behalf of the Seller and in Seller's name, in which case the Seller shall cooperate in such defense as reasonably requested by the Tribal Customer. Alternatively, the Tribal Customer may elect to pay the tax and any interest and penalties. The costs of any defense undertaken by the Tribal Customer shall be paid by the Tribal Customer except for the costs of the time of Supplier's own staff. Compliance of Suppliers with its obligations under this Section is an additional express condition precedent to the Tribal Customers obligation of indemnity set forth in Section 9.
15. Sales Documentation — All Material Sales All Bills of Sale and Receipts from Supplier must be accompanied by original Invoices to the Tribal Customer. All invoices that reflect the sale of both pre-fabricated work as well as raw Materials to the Tribal Customer must have a separate line-item for each broken out from the other, and, in all cases, broken out from labor, delivery, installation, service and all other costs — with no exceptions. Only after the sale of the Materials to the Tribal Customer has been completed and fully documented may the Subcontractor Install the Materials pursuant to the terms of its construction contract,
16. Payment Applications — Resale. the following terms apply to Subcontractors in addition to the provisions of Section 16 above for submission of invoices to the Tribal Customer. Subcontractors using the Resale method shall submit their monthly request for progress payments for Installation costs to the Contractor for recording and monitoring purposes as follows:

Bill To:

Buena Vista Rancheria of
Me-Wuk Indians 4640
Coal Mine Road lone,
CA 95640

Ref: [Subcontractor's Name)

Each Subcontractor's monthly request for progress payment to the Contractor must: (i) include copies of the Tribal Customer's purchase orders for Materials that the Tribal Customer purchased during the month in question; Include copies of all sales invoices supporting all such purchase orders; (ii) include a statement of the purchase price for Materials separate from fees for delivery, service, labor.

Installation and all other costs; (iv) match the price stated on sales invoice(s) submitted by Subcontractor with such request for payment; and (v) contain such other information as the Contractor may request from time to time. No progress payment will be processed unless it conforms to these requirements. Each Subcontractor is responsible to maintain records of and the accounting for at shipping/receiving documents with corresponding supplier/vendor invoices to support all Materials sold to the Tribal Customer on the Reservation, and shall provide copies upon request by the Contractor or the Tribal Customer. Notwithstanding the forgoing requirements. the Contractor shall make no payments to the Subcontractor for Materials.

ATTACHMENT A TO SALES TAX PROCEDURES
RECEIPT AND BILL OF SALE

RECEIPT OF MATERIALS

Bill of Lading Tracking Number
(PROM);

It is the intention of the parties that title to the Materials shall pass and transfer to the Buena Vista Rancheria of Me-Wuk Indians (the "Tribal Customer") only upon the occurrence of all of the following: (i) delivery of the Materials by Supplier to the Tribal Customer using Supplier's facilities or using a common carrier {"FOB Reservation"} at the Buena Vista Rancheria Indian lands located at 4650 Coal Mine Road, Ione, California ("Reservation"); (ii) the execution of this Bill of Sale by Supplier and delivery thereof to the Tribal Customer by Supplier after delivery of the Materials; and (ii)J execution of a Receipt for said Materials by the Tribal Customer after inspection and acceptance of the Materials. Supplier warrants and represents that no security interest or other interest of any kind has been or will be retained by Supplier after the transfer of title as set forth below.

upon the transfer of title as set forth in the preceding paragraph, the Tribe shall have all right, title, and interest In and to the Materials in itself, its successors and assigns. Supplier warrants that prior to the transfer of title, Supplier is the lawful owner of the Materials and that such Materials are free and clear of all liens. claims. security interests or other encumbrances, and that it will warrant and defend the right of the Tribal Customer in and to said Materials against all claims and demands of all persons or other legal entities.

Effective as of _____ the day of 20 ...the Tribal Customer hereby acknowledges receipt on the Reservation, Of the Materials referenced and described on the Bill(s) of Lading listed above and attached hereto.

Buena Vista Rancheria of Me-Wuk Indians

By: _____

Name:

Its: Duly Authorized Representative

BILL OF SALE

The undersigned Supplier does hereby sell, transfer, convey. assign, and deliver to the Buena Vista Gaming Customer ("Tribal Customer"), an unincorporated governmental) instrumentality of the Buena Vista Rancheria of Me-Wuk Indians, a federally recognized Indian Tribe ("Tribe"), all of its right, title

and interest of every kind and character in and to the materials, fixtures, equipment and supplies *) referenced and described in the invoice(s) attached hereto in consideration of the purchase price listed in such invoice(s).

Finally, by signing this Bill of Sale, Supplier warrants and represents that it has received a Declaration of Exemption from the Tribal Customer for the sale of Materials as a condition of the initial Purchase Order issued by the Tribal Customer.

IN WITNESS WHEREOF, Supplier has caused its duly authorized _____ representative to execute this Bill of Sale effective this _day of 20 on the Tribe's Indian lands located at 4650 Coal Mine Road, 'one, California (the "Reservation").

(e) Integration. This Agreement sets forth the parties' entire understanding regarding the matters set forth for this project. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written Agreement approved by Tribe and signed by Tribe and Contractor.

(O Effective Date. This Agreement shall be effective on the last date shown below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

By: Rael D. DeS

Buena Vista Rancheria of Me-Wuk Indians

Its: COO
Date: 12.10.1

CIS Buildings

By: John A Stewart
Its: Owner
Date: 12/31/20

CDTFA-146-TSG (FRONT) REU 2 (9-17) STATE OF CALIFORNIA EXEMPTION
CERTIFICATE—PROPERTY USED IN CALIFORNIA DEPARTMENT OF TRIBAL SELF-GOVERNANCE
AND STATEMENT OF DELIVERY TAX AND FEE ADMINISTRATION

ATTACHMENT E

NOTICE TO SELLER AND PURCHASER

Sales tax does not apply when a retailer transfers ownership of merchandise (tangible personal property) to a tribal government of an officially recognized Indian tribe provided all of the following conditions are met:

Retailers located outside Indian country may sell to Indian purchasers who request delivery in Indian country. For a sale to qualify as a transfer of title (ownership) in Indian country, both of the following conditions must be met:

- The tribal government's Indian tribe does not have a reservation; or the principal place where the tribal government meets to conduct tribal business is not on the tribe's reservation because the reservation does not have a building in which the tribal government can meet; or the reservation lacks mail service from the United States Postal Service (USPS) or essential utility services;
- The property is purchased by the tribal government for use in tribal self-governance, including the governance of tribal members, the conduct of intergovernmental relationships, and the acquisition of trust land; and
- The property is delivered to the tribal government and ownership of the property transfers to the tribal government at the principal place where the tribal government meets to conduct tribal business (tribal business location).

Retailers located outside Indian country may sell to Indian purchasers who request delivery at the tribal business location. For a sale to qualify as a transfer of title (ownership) at the tribal business location, both of the following conditions must be met:

- The contract of sale or other sales agreement cannot transfer ownership of the item to the tribal government before it is delivered to the tribal business location; and
- The tribal government or the tribal government's agent cannot take possession of the item before delivery at the tribal business location. In addition, the retailer generally must deliver the product by:
 - Using the retailer's vehicle or other facilities of the retailer; or
 - By mail, common carrier (UPS, FedEx, etc.), or contract carrier (a shipping, trucking, or transport company), when both of the following requirements are met:
 - The contract of sale or sales invoice must include a statement specifically requiring delivery at the tribal business location (for example, F.O.B. address of tribal business location); and
 - The goods are in fact delivered to the tribal government at the tribal business location.

When delivery does not take place as described above, ownership of the item being sold or purchased generally transfers to the purchaser at the retailer's location. Please note: This is a general description of transfers of ownership. Specific rules may apply to certain types of sales and leases.

This document may be used to document that the sale was to the tribal government of an officially recognized Indian tribe for use in tribal self-governance and/ or to document that delivery occurred at the tribal business location. The section labeled "Exemption Certificate" may be used to document that the property was sold to the

tribal government of an officially recognized Indian tribe. Completion of this section in full by a tribal government will provide the retailer with sufficient documentation that the property was sold to the tribal government of an officially recognized Indian tribe, Additional documentation showing transfer of ownership and delivery of the property to the tribal government at the tribal business location must also be obtained. If the property is delivered by facilities of the retailer, proper completion of the Statement of Delivery and Notary Statement may serve as documentation that transfer of ownership and delivery of the property to a tribal government occurred at the tribal business location. If the property is delivered via common carrier or contract carrier, completion of the Statement of Delivery and Notary Statement is not required. Instead, the retailer should retain a bill of lading or other documents showing delivery at the tribal business location along with a contract of sale or other sales agreement specifically showing title passing to the tribal government at the tribal business location.

EXEMPTION CERTIFICATE(to be completed by purchaser)

When accepted in good faith, this exemption certificate may be used for the purchase of tangible personal property for use in tribal self-governance. Please provide a complete description of the property purchased. If the property is a vehicle, please provide the year, make, model, and identification number in addition to a description of the property purchased. If you intend to use this certificate as a blanket exemption certificate to cover multiple transactions, please indicate this by including "all tangible personal property" in the description of the property purchased field below. The use of a blanket exemption certificate for multiple transactions will require proof of delivery of all property at the tribal business location.

I hereby certify that the property described below is being purchased by the tribal government of an officially recognized Indian tribe that does not have a reservation on which to conduct tribal government business, or the principal place where the tribal government meets to conduct tribal business cannot be on the tribe's reservation because the reservation does not have a building in which the tribal government can meet or the reservation lacks one or more essential utility services, or mail service from the United States Postal Service; and the property is for use in tribal self-governance.

I certify that the address below is the principal place where the tribal government meets to conduct tribal business.

DESCRIPTION OF PROPERTY PURCHASED

YEAR	MAKE	MODEL	VIN/LIC NUMBER	
NAME OF PURCHASER (please print) Mike DeSpain		DRIVER LICENSE NUMBER OR OTHER STATE ID		DAYTIME TELEPHONE NUMBER 916-491-0011 EXT 258
STREET ADDRESS 1100 Coal Mine Rd		CITY DORNE	STATE CA	ZIP CODE 95640
PURCHASER'S SIGNATURE Mike DeSpain			DATE 10/01/21	

NOTICE OF PURCHASER

Use tax is due when the tribal government does both of the following:

- ° Takes ownership and delivery of an item at the tribal business location; and
- ' The property is used for purposes other than tribal self-governance more than one-half of the time in the first 12 months after the sale.

If use tax applies, you must pay it directly to the California Department of Tax and Fee Administration (CDTFA).

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATEMENT OF DELIVERY

(to be completed by seller)

NOTICE TO SELLER

If you are delivering the property to the tribal government at the tribal business location by your own facilities, you may utilize this statement Of delivery to document delivery at the principal place where the tribal government meets to conduct tribal business (tribal business location) when the tribal government is an officially recognized Indian tribe that does not have a reservation or the tribal business location cannot be on its Indian tribe's reservation because the reservation does not have a building in which the tribal government can meet or the reservation lacks one or more essential utility services or mail service from the United States Post Office. It is recommended that you also complete the Notary Statement below to document delivery of the property to the tribal government at the tribal business location. The Notary Statement may be completed by a California notary public or by a duly authorized tribal official or his or her designee. If you are delivering the property to the tribal government at the tribal business location by utilizing a common carrier or a contract carrier, you do not need to complete the Statement of Delivery or the Notary Statement. Instead, you should retain your bill of lading or other shipping documents as proof of delivery to the tribal business location along with your sales contract or sales invoice indicating ownership transferred at the tribal business location.

I hereby certify, under penalty of perjury under the laws of the State of California, that the below described tangible personal property was delivered to the purchaser at the tribal business location on the date and at the place stated below. If the property is a vehicle, please provide the year, make, model, and identification number in addition to a description of the property.

DESCRIPTION OF PROPERTY SOLD			INVOICE NUMBER
YEAR	MAKE	MODEL	VIN/LIC NUMBER
NAME OF TRIBE ADDRESS (street, city, zip code)		ADDRESS (street, city, zip code)	DATE OF DELIVERY
NAME OF SELLER		SELLER'S PERMIT NUMBER	DAYTIME TELEPHONE NUMBER
STREET ADDRESS		CITY	STATE ZIP CODE

I have delivered the above described tangible personal property to the purchaser named above.

NAME (please print) _____

SIGNATURE _____ DATE _____

NOTARY STATEMENT

(to be completed by California notary public or authorized tribal representative)

State of California

County of Amador

On 10/01/21 before me, TRIBAL
NOTARY

personally appeared Mike DeSpain

SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/ she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California and correct.

re CM DeSpain, COO

WITNESS my hand and official seal.(Place Notary Public Seal and/or Stamp Above)

Fraudulent use of this statement to avoid the payment of California sales and use tax can result in severe penalties.