



Susanville Indian Rancheria
745 Joaquin Street, Susanville, California 96301
Phone: (530)257.6264 • Fax: (530)257-7986

SUSANVILLE INDIAN RANCHERIA
745 Joaquin Street
SUSANVILLE, CALIFORNIA 96301

REQUEST FOR PROPOSAL

**“Design-Build Cultural
Grounds and Arbor”**

SUBMISSION DEADLINE:

October 24, 2024 @ 3:00 PM (PST)

Late submissions will not be considered.

SUBMIT TO:

SIR Administrative Office

Mr. Russell Burriel, Director, Public Works

RBurriel@sir-nsn.gov



Susanville Indian Rancheria
 745 Joaquin Street, Susanville, California 96301
 Phone: (530)257.6264 • Fax: (530)257-7986

REQUEST FOR PROPOSAL(S)

SOLICITATION NUMBER:	2024-0006						
SOLICITATION DUE DATE/TIME:	October 29, 2021 @ 3:00 PM (PST)						
SUBMITTAL LOCATION:	745 Joaquin Street, Susanville, California 96130						
DESCRIPTION:	"Design-Build Cultural Grounds and Arbor"						
PRE-OFFER CONFERENCE:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">7-Oct-24</td> <td style="width: 33%; text-align: center;">11:00 AM</td> <td style="width: 33%; text-align: center;">SIR, Susanville, California</td> </tr> <tr> <td style="text-align: center;">DATE</td> <td style="text-align: center;">TIME</td> <td style="text-align: center;">LOCATION</td> </tr> </table>	7-Oct-24	11:00 AM	SIR, Susanville, California	DATE	TIME	LOCATION
7-Oct-24	11:00 AM	SIR, Susanville, California					
DATE	TIME	LOCATION					

Interested Contractors are encouraged to register for the meeting no later than October 2, 2024 by telephone (530)257-6264 or by email; rburriel@sir-nsn.gov

In accordance with SUSANVILLE INDIAN RANCHERIA (SIR) competitive sealed proposals for the services specified will be received by the SIR at the address provided for in the RFP. Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted to the SIR on or prior to the date and time indicated. Late proposals will not be considered. It is the responsibility of the supplier/offeror to offer the company email address and routinely check with the SIR Representative for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Mr. Russell Burriel
SIR – Public Works Director
725 Joaquin Street
Susanville, California 96301
Telephone: (530)257-6264
rburriel@sir-nsn.gov

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SUSANVILLE INDIAN RANCHERIA NARRATIVE

1. INTRODUCTION

The Susanville Indian Rancheria (“Rancheria” or “Tribe”) is the only federally recognized Tribe in Lassen County, and its membership consists of Native Americans who can establish tribal affiliation from the Paiute, Pit River, Maidu and Washoe people from Lassen County. The Tribe elected to charter under authority of the Indian Reorganization Act (IRA) of 1934 and thus the initial Rancheria Constitution and Bylaws were approved by the Secretary of Interior on March 3, 1969. The Susanville Indian Rancheria currently has a membership of 1,432 which includes 975 adults and 457 minors.

The anthropological tribes associated with the Tribe are: Northeastern Maidu, Northern Paiute, Pit River, and Washoe. The Federal Government, however, through the Department of Interior recognizes political entities and not the anthropological entities. On August 15, 1923, the Bureau of Indian Affairs purchased a 30-acre parcel from Ms. Fannie H. Taylor under the Landless and Homeless Act for the California Indians living in and around the Susanville area. Once the land was purchased, the Rancheria land was considered to have “federal status as a tribe.” The individual Indians from the various named tribes thus became one political, governmental entity with the chartering and approval of its constitution and bylaws by the Secretary of the Interior in 1969.

2. BACKGROUND

Since the establishment of the Rancheria as a federally recognized tribe in 1969 through the Indian Reorganization Act (IRA) the tribe believes that preserving the high quality of the environment on its lands can be successfully balanced with the need for economic projects, housing development and other land uses. Currently the Susanville Indian Rancheria encompasses 1,340.74 acres in six locations throughout Lassen and Plumas Counties in Northeastern California. Four of these locations representing 1,100.74 acres are held in Trust status and two of these locations, representing 240.00 acres, are held in fee title by the Rancheria.

The SIR government has a Council-Manager form of government. The governing body of the Susanville Indian Rancheria is the General Council, which is composed of all the enrolled Tribal members who are at least eighteen years old. The General Council has delegated the Tribal Business Council to oversee the Executive Branch of the government which is comprised of eight divisions. The Tribal Business Council is comprised of the Chairman and six (6) Council members. The Tribal Business Council members are elected at large every three (3) years with staggered terms. The Council is the legislative body of the Tribal government with the Chairman as the presiding officer. The Tribal Administrator is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

1. SECTION ONE - GENERAL INFORMATION

1.1. PURPOSE FOR REQUEST FOR PROPOSAL (RFP)

The SUSANVILLE INDIAN RANCHERIA (SIR) has identified a need to initiate a Request for Proposal (RFP) soliciting an experienced and qualified General Contractor/Architect for the **Design-Build of the Susanville Indian Rancheria Cultural Grounds**.

1.2. PROJECT LOCATION

The SIR Cultural Grounds will be located on the Susanville Indian Rancheria Reservation, Susanville, California.

1.3. PROPOSAL GUIDELINES

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted **until 3:00 PM, October 29, 2024 (PST)**. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If an organization submits a proposal, outsources, or contracts any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include all outsourced or contracted work. Any proposals which call for outsourcing or contract work must include a name and description of the organizations being contracted and the type of work to be performed.

All costs must be itemized to include an explanation of all fees and costs.

1.4. PRE-OFFER CONFERENCE

1.4.1. **A mandatory Pre-proposal meeting will be held at the SIR Tribal Administration Conference Room located at 745 Joaquin Street, Susanville, CA on the 7th. day of October 2024 at 11:00 AM (PST) local time. A guided site visit tour to the proposed grounds will be held immediately following the meeting. **Telecommunication will NOT be provided for this mandatory on-site meeting.****

1.4.2. The purpose of the Pre-proposal meeting is to clarify the contents of this solicitation and the procurement process to prevent any misunderstanding of the project, and to respond to any immediate questions that Contractor may have about this RFP. A list of people in attendance at the pre-Proposal meeting will be recorded.

1.4.3. Any doubt as to the requirements of this Proposal (RFP) or any apparent omission or discrepancy should be presented to the Tribe at this conference.

1.4.4. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

1.4.5. Persons with Disabilities: Persons with a disability may request a reasonable accommodation by contacting the Procurement office. Requests should be made as early as possible to allow sufficient time to arrange accommodation.

1.4.6. NO oral communication from or with the Owner Contact, Tribal employee individuals or Tribal official concerning the Project during the Procurement process is allowed, except during the Pre-Conference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.

1.5. **PROJECT SCOPE OF WORK**

In accordance with the terms and conditions, the Design-Build Contractor (DBC) shall perform the work of this Project for the Susanville Indian Rancheria as described on Attachment "B" Scope of Work.

The DBC Team is responsible for providing all design and construction services required for the project inclusive of, but not limited to, the following: architectural, electrical, structural, mechanical, plumbing, and any other required specialty.

2. SECTION TWO – REQUIREMENTS

2.1. Project

- 2.1.1. The selected contactor will commence service upon completion of the required SIR signed Contract and submission of all required documents.
- 2.1.2. The selected contractor shall re-execute any work that fails to conform to the requirements of SIR. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated cost).
- 2.1.3. SIR reserves the right to request all responsible and responsive Offerors to provide a demonstration, presentation and overview of the Offerors proposal which will be scheduled after the Request for Proposal close date.
 - 2.1.3.1. Demonstrations/Presentations will be conducted at the SIR Administration Conference Room.
 - 2.1.3.2. SIR will arrange the format, date, time, and place for the presentation and notify each Offeror.
 - 2.1.3.3. Demonstration/Presentation shall be provided at no expense to SIR.
 - 2.1.3.4. Demonstration/Presentation will be limited to the time stated in the SIR invitation.
- 2.1.4. All proposals received in response to this solicitation shall become the property of the Tribe.
- 2.1.5. The Tribe is solely responsible for determining the extent to which any results may be released relative to this solicitation.
- 2.1.6. The selected contractor shall provide the required necessary licenses and certification for its profession and for its subcontractors.

2.2. Project Delivery and Stipulations

The price and contract will be procured using the SIR Federal Procurement Competitive Sealed Bidding Process as described in SIR Procurement Policy procedures as it has been determined to be the most appropriate method of contracting for the subject project.

2.3. Solicitation Inquiries

2.3.1. Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries) and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing after the due date and time.

2.3.2. Solicitation Contact Person

Any inquiry related to a Solicitation, including any request for or inquiries regarding

standards referenced in the Solicitation shall be directed solely to Mr. Russell Burriel, Public Works Director.

2.3.3. Submission of Inquiries

- 2.3.3.1. All inquiries related to the Solicitation are required to be submitted to the Tribal Administrative office and/or emailed to RBurriel@sir-nsn.gov or MCurley@sir-nsn.gov.
- 2.3.3.2. All responses to inquiries will be answered by email.
- 2.3.3.3. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.
- 2.3.3.4. Offerors are prohibited from contacting any SIR department/employee other than the concerning the procurement while the solicitation and evaluation are in process.

2.3.4. Timeliness

- 2.3.4.1. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least twenty-four (24) hours before the Offer due date and time for review and determination.
- 2.3.4.2. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.3.5. Solicitation Amendments/Addendums

- 2.3.5.1. All Solicitation Amendments shall only be modified by a Solicitation Amendment and issued by mail or email.
- 2.3.5.2. The assigned Project Manager, Mr. Russell Burriel, will respond to any questions and requests for clarification that were posed in writing or at the pre-proposal meeting or site visit.
- 2.3.5.3. Clarification, modifications, or amendments may be made to this request at any time prior to the Proposal Deadline at the Tribe's discretion. The response shall be in the form of a written addendum issued to all interested bidders.
- 2.3.5.4. All bidders shall acknowledge receipt of any addenda by email to rburriel@sir-nsn.gov.
- 2.3.5.5. Mr. Russell Burriel shall make all reasonable attempts to ensure that all interested bidders receive any written addenda to this request.
- 2.3.5.6. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

2.3.6. Offer Amendment or Withdrawal

- 2.3.6.1. Proposals may only be withdrawn by written notice prior to the date and time set for the opening of Proposals.

2.3.6.2. An offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable SIR Procurement Policy.

2.3.7. Sub-contractors

2.3.7.1. The Offeror shall identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide such as and not limited to, Mechanical, Plumbing, Electrical, Concrete, Masonry, Structural, Construction and Asphalt Contractors.

2.3.7.2. The successful Bidder is responsible for all payments and liabilities of all subcontractors.

2.3.7.3. The Tribe reserves the right to approve or reject, in writing, any proposed subcontractor.

2.3.7.4. If the Tribe rejects any proposed subcontractor in writing, the successful Bidder shall be responsible for assuming the proposed subcontractor's responsibilities.

2.3.7.5. The successful Bidder may propose another subcontractor if that action does not jeopardize the effectiveness or efficiency of the contract.

2.3.7.6. Nothing contained in the Request or in the contract shall create, or be construed as creating, any contractual relationship between subcontractor and the Tribe.

2.3.8. Environmental Protection

2.3.8.1. The contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment.

2.3.8.2. The Contractor shall report any violations to the applicable governmental Tribe.

2.3.8.3. A violation of applicable laws, rules or regulations may result in termination of contract.

2.3.9. Care of Tribe's Property

2.3.9.1. The Contractor shall be responsible for the proper care and custody of any Tribe-owned personal tangible property and real property furnished for the Contractor's use in connection with the performance of his/her work, and

2.3.9.2. The contractor shall reimburse the Tribe for such property's loss or damage caused by the Contractor, normal wear and tear excepted.

2.3.10. Confidential and Proprietary Information

2.3.10.1. If an Offeror believes that ANY portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information submitted is confidential and the release of such information could be detrimental to the Offeror, the Offeror shall separate such information and clearly label and designate the trade secret and other proprietary information, using the term "confidential."

2.3.10.2. The “Confidential” label documents will be held in confidence by SIR and reasonable care will be taken to ensure they are not released (unless required by law), without prior authorization of the Proposer.

2.3.11. Public Record

All offers submitted and opened are public records and must be retained by SIR for a period of three (3) years. Offers shall be open and available for public inspection through SIR’s Public Works Office ten (10) days after the awarded contract, except for such Offers deemed to be confidential by the Tribe.

2.3.12. Non-collusion, Employment and Services

By signing the official contract form, the Offeror certifies that:

2.3.12.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

2.3.12.2. The Offeror does not discriminate against any employee or applicant or employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with an applicable federal state and local laws and executive orders regarding employment.

2.3.13. Federally Assisted Construction Contract

Because the Contract is a “Federally assisted construction contract” as defined in 41 C.F.R. §60-1.3, Design-Builder agrees to abide by and comply with all provisions of the equal opportunity clause set forth in 41 C.F.R. §60-1.4(b), which is incorporated herein by reference. For purposes of such equal opportunity clause, references therein to “contractor” shall be deemed to be references to Design-Builder.

2.3.14. Contract is Excess of \$100,000.00

Design-Builder shall comply with 40 U.S.C. §§ 3702 and 3704 and the implementing Department of Labor regulations found at 29 C.F.R. Part 5.

2.3.15. Byrd Anti-Lobbying Amendment

Design-Builder shall comply with 31 U.S.C. § 1352, including but not limited to filing any required certifications.

2.3.16. Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.17. Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending,

the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer (Attachment C). The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.4. Project Timeline

- 2.4.1. The SIR reserves the right to make changes or alterations to the schedule in the best interest of the Project.
- 2.4.2. The contractor will be notified sufficiently in advance of any changes or alterations in the schedule.
- 2.4.3. All proposal must be signed by an authorized officer or individual of the Proposer’s company.

September 25, 2024	Legal Notice
September 25, 2024	Public/Private Advertisement of RFP
September 30, 2024	Amendments to RFP
September 30, 2024	Deadline for submission of questions
October 07, 2024 @ 11:00 AM (PST)	Mandatory Pre-Bid Conference
October 08, 2024	Answers to submitted Questions - Final
October 29, 2024 @ 3:00 PM (PST)	Proposals Due
November 4, 2024 @ 10:00 AM (PST)	Opening of Proposal submitted
November 6, 2024	Evaluations of Proposals
November 27, 2024	Notice of Award

- 2.4.4. As part of their responses, Proposers shall indicate a single point of contact for any subsequent communications.
- 2.4.5. Unless otherwise notified in writing, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified as non-responsive.

2.5. Budget

All proposals must include proposed costs to complete the tasks described in the project scope.

- 2.5.1. Provide a guaranteed budget for all services listed in the Scope of Work (attachment “A”).
- 2.5.2. Fee/Cost Proposal:
 - 2.5.2.1. All Proposers are required to use the Budget Proposal form (Attachments “B”) to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of **180 days** following submission.

- 2.5.2.2. Cost proposal shall be submitted with detailed description of ALL fees assessed, including by not limited to the following: Contract fees, deductible amounts, charges for the conversion and implementation of the project, if any, and a thorough explanation of how administrative charges are to be imposed.
- 2.5.2.3. Proposers shall provide itemized average pricing based on resource types requested within the proposal. All rates should be outlined inclusive of travel expenses when a resource is required from out of state.
- 2.5.3. Cost of Offer Preparation:
 - 2.5.3.1. The cost of preparing, developing, and submitting the proposal is entirely the responsibility of the Offeror.
 - 2.5.3.2. SIR will not reimburse any Offeror the cost of responding to the Solicitation.
- 2.5.4. The SIR reserves the right to negotiate the fees proposed by the offeror.
- 2.5.5. This contract **DOES** require the contractor to satisfy the requirement of the Davis Bacon Act of 1931, a federal law that establishes the requirement for paying the local prevailing wages with respect to the employees working in connection with the contracted.

2.6. Pricing and Taxes

- 2.6.1. Contractor's best pricing, for the term of this Contract, the prices and discounts will be equal to or better than the lowest price and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.
- 2.6.2. All prices and rates to the extent they differ from those exhibited by the Contractor, shall be valid for the entire term of the Contract, and shall not be subject to revision for inflation, or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price of rate.
- 2.6.3. The Tribe is exempt from paying Kansas State sale and use Taxes and Federal Excise Tax for direct purchases, these taxes shall not be included in the Bidder's price quotation.

3. SECTION THREE - INSTRUCTIONS TO BIDDERS

3.1. Proposal Content

- 3.1.1. Proposal must be organized according to the mandatory sections listed below. Proposals that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. The proposal should be of sufficient length and detail to demonstrate the offeror has a thorough understanding of the skills necessary to deliver the services requested.
- 3.1.2. Offerors responding to this Solicitation must **submit five (5) hard-bond copies with no more than twenty-five (25) pages, typed using 12-point font single spaced, and a digital file using either a USB drive file or emailing an electronic copy to the Procurement Officer.**
- 3.1.3. **The Fee/Budget Proposal (Tab 6) shall be submitted separately in a sealed envelope.**
- 3.1.4. On each document, insert a footer that specifies: Name of Offeror, Name of the Attachment, the Solicitation number, and Page number. The Procurement Office will not respond to any inquiries received in any other manner.
- 3.1.5. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside the stated requirements or those that are received after the due date and time shall be rejected.
- 3.1.6. When submitting an Offer, only files that are Microsoft Word Documents, Excel Workbooks, PowerPoint presentations and/or Adobe Acrobat documents will be accepted. Any other format will need advance approval before submitting your files.
- 3.1.7. Each proposal shall include an attachment for each response section.
- 3.1.8. The material shall be in sequence and organized as outlined in section 3.4 (below) as related to the RFP.
- 3.1.9. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

3.2. The proposal shall be organized in the following manner:

3.2.1. Cover and Table of Contents

3.2.2. Tab 1- Executive Summary and Company Information

- 3.2.2.1. Provide a brief two-page summary which describes and highlights your firm's experience, qualifications, team, and particular expertise for this Project, including principal areas of expertise and experience providing services to Tribal communities, include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity. Please include the following:

- 3.2.2.1.1. Company Name
Federal and State Tax ID numbers.

- 3.2.2.1.2. Business Address and Office location(s)
- 3.2.2.1.3. Current Telephone number(s)
- 3.2.2.1.4. Years established.
Date, state, and type of business organization (close, general or S Corporation, LLC or PLLC, Sole proprietorship),
- 3.2.2.1.5. State of license or registration
- 3.2.2.1.6. Name and title of primary contact person for this project including email address.
- 3.2.2.1.7. Number of principles, and total number of employees.
- 3.2.2.1.8. Describe why your firm considers itself to be best qualified to master the project and perform the work required in a responsive manner,
- 3.2.2.1.9. Describe how the delivery of services will be provided to the Tribe including the location of the Respondent's offices and expected response times to the Tribe's requests,
- 3.2.2.1.10. Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either cost or delivery dates, and
- 3.2.2.1.11. If the Respondent is proposing a joint partnership with another Construction firm, the cover letter must specify the type of services to be provided by each firm.

3.2.3. Tab 2 – Similar Project Experience

- 3.2.3.1. Provide detailed description and project profile sheets for similar projects. Emphasis should be placed on work completed within the last three (3) years by the specific personnel being proposed to work on this Project. Profile relevant related projects currently being designed or under construction.
- 3.2.3.2. Provide a description of the attributes, processes, and/or experience base that differentiates your firm from the other firms invited to propose on this Project.
- 3.2.3.3. Provide an illustration and description of a project completed in the last three years, which best represents your firm's experience operating within tight budgets for projects of similar size and scope.
- 3.2.3.4. Describe your firm's approach to Construction Administration, change orders, errors, omissions, and other key factors involved in the design and construction phases.
- 3.2.3.5. The information provided will be used to evaluate the Respondents financial stability and its ability to support the commitments set forth in this RFP.

3.2.4. **Tab 3 – Project Understanding and Approach**

- 3.2.4.1. Describe your understanding of the project and preliminary approach, methodology and plan to deliver the services requested. It is important to demonstrate the ability to advocate for SIR while maintaining professional relationships throughout the project.
- 3.2.4.2. Describe the anticipated interaction with the Tribe.
- 3.2.4.3. Describe your understanding of Tribal Cultural events, the Susanville Indian Rancheria organization and the firms approach to this project.

3.2.5. **Tab 4 – Sub-Contractors Company Experience and qualifications. All firms are requested to provide the following information (2 pages maximum).**

- 3.2.5.1. Address and phone numbers of all company offices,
- 3.2.5.2. Brief description of company history and key services,
- 3.2.5.3. Number of years in business,
- 3.2.5.4. Types of services provided,
- 3.2.5.5. List and describe all claims, lawsuits, or legal settlements within the past five (5) years, and those that are currently pending, and
- 3.2.5.6. Number of full and part-time employees.
- 3.2.5.7. **References from at least three (3) previous projects** as a General Contractor stipulated with experience must be provided as proof of experience. Please provide references for the following types of customers:
 - 3.2.5.7.1. New customers, and discuss their conversion experiences,
 - 3.2.5.7.2. Ongoing customers and discuss what are working well and how you have solved problems,
 - 3.2.5.7.3. A client that your firm recently lost and describe the circumstances, and
 - 3.2.5.7.4. A Native American Tribe or Sovereign Indian Tribe.
- 3.2.5.8. Contractors and sub-contractors engaged at work at the job site shall possess the necessary and appropriate licenses, certificates, training, and qualifications as required by SIR adopted Building Codes for the intended work.

3.2.6. **Tab 6 – Fee/Budget Proposal**

- 3.2.6.1. Budget proposal shall be submitted in a **separate sealed envelope** and labeled as such.
- 3.2.6.2. Provide an all-inclusive pricing to include but not limited to, all labor, materials, labor rate, labor benefits, payroll burden, insurances, workers' compensation

fee, profit, overhead and all other related cost factors for the life of this contract.

- 3.2.6.3. Offerors shall COMPLETE the attached budget worksheet or provide one equivalent to the SIR worksheet (see attachment “B”).

3.2.7. **Tab 8 - Indian Preference**

- 3.2.7.1. Provide a description of the firm’s history and proposed efforts to promote diversity in employment and utilization of Indian Preference, certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Disadvantage Business (SDB) and Women’s Business Enterprise (WBE) firms as partners, subcontractors, or suppliers on previous contracts.
- 3.2.7.2. Describe how the firm is currently utilizing minorities and women in the workforce and how the firm has historically provided opportunities for minorities and women to receive training and work within the firm. The Proposal must include the following information:
- 3.2.7.3. Indian Preference (Applicable):
 - 3.2.7.3.1. The contractor shall comply with the Indian preference requirements in employment and subcontracting as required by the SIR, the RFP Policy, and the Indian Self-Determination and Education Act, as amended.
 - 3.2.7.3.2. The work to be performed under this proposal is subject to the Indian Self-Determination Act (25 U.S.C. 450), that requires to the greatest extent feasible:
 - 3.2.7.3.3. Preference and opportunities for training and employment shall be given to Indians, and Preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.
 - 3.2.7.3.4. The parties to this contract shall comply with the provisions of the Indian Self-Determination Act.
- 3.2.7.4. In connection with this contract the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations or Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
- 3.2.7.5. The contractor shall include this clause in every subcontract in connection with the project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient that the subcontractor has violated the clause of the Indian Act.

3.3. **Submission of Offer**

- 3.3.1. Offer Submission Due Date and Time:

Offerors responding to this Solicitation may submit their Offer by mail, hand delivery, and/or email to:

**“SIR RFP Cultural Grounds”
SIR Tribal Administration Office
745 Joaquin Street
Susanville, California 96301**

3.3.2. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the stated submission requirements or those received after the due date and time shall be rejected.

3.3.3. Required documents to be submitted with proposal.

3.3.3.1. Completed W9

3.3.3.2. Copy of the company’s Certificate of Insurance (COI)

3.3.3.3. Copy of Letter from Bonding Company stating vendor is bondable for the performance bond on the project.

3.3.3.4. Copy of Contractor licensing from a jurisdiction within seventy-five (75) miles of SIR with similar adopted California building codes in place.

3.3.3.5. Detailed budget which details all trades, facets of the project so as to understand the total cost proposal for the project.

3.3.4. Solicitation Amendment

A Solicitation Amendment shall be acknowledged no later than the Offer due date and time. Failure to acknowledge the Solicitation Amendment may result in rejection of the Offer.

3.3.5. Offer Amendment or Withdrawal:

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable tribal policy or resolution.

3.3.6. Public Record:

All Offers submitted and opened are public records and shall be retained by SIR for a period of three (3) years. Offers shall be open and available for public inspection ten (10) days after the award has been made.

3.4. Proposal Opening

3.4.1. Offers received by the due date and time will be opened within one-half (1/2) hour of the closing date and time.

3.4.2. The name of each Offeror will be publicly available.

3.4.3. Offers will not be subject to public inspection for a period of ten (10) days or until after the Contract has been awarded.

4. SECTION FOUR - EVALUATION AND AWARD

4.1. Evaluation Criteria

- 4.1.1. In accordance with the SIR Procurement Policy, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the Tribe based upon the evaluation criteria listed below.
- 4.1.2. The Tribe reserves the right to reject any or all responses to this RFP. The final selection of candidates will be on the basis of their ability to meet the overall expectations of the Tribe, as determined solely by the Tribe.
- 4.1.3. The Tribe may reject any or all bids, accept a bid other than the lowest bid, and waive informalities or minor irregularities in bids received. (FAR 52.214)
- 4.1.4. The SIR reserves the right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history qualifications and financial ability of the firm responding.
- 4.1.5. SIR will evaluate all proposals meeting the criteria set forth within this RFP by a committee selected by the requesting department.
- 4.1.6. The evaluation factors are listed in their relative order of importance. In evaluating responses to this RFP, the SIR Public Works Department will take into consideration the qualification, experience capacity, and cost that are being proposed by the Respondent, and rank them by a numbered score.
- 4.1.7. The following **Evaluation Criteria** will be considered in reviewing submittals:
- 4.1.7.1. **Executive Summary** 10 points
Provide a brief, one page summary, which describes and highlights your firm's experience, qualifications, team, and particular expertise for this project. The SIR Evaluators will evaluate the Respondents' overall responsiveness to the RFP.
- 4.1.7.2. **Capacity and Capability** 25 points
Capacity and capability of the business to perform the work, including any sub-consultants, their representatives, specialized services, to perform the work within the time limitations. Reference projects completed by the firm and previous experience with projects of equal complexity.
- 4.1.7.3. **Similar Project Experience** 15 points.
The SIR will evaluate the Respondents and their proposed personnel and consultants from previous relevant project experience. The evaluation will include the Respondents' past experience, Performance, emphasizing experience in relation to the significant Factors noted above. The qualifications should reflect and demonstrate ability and past offering of services similar to the scope of services Contained herein.

- 4.1.7.4. **Project Design and Management Team** 25 points
The SIR will evaluate each key person and sub-consultant identified, and their ability to perform on this project based on comparable projects in which they have played a primary role. The evaluations will include geographic proximity to the Project, location of the office, past experience, and organizational structure. The qualifications should reflect demonstrated ability and past offering of services similar to the scope of service contained herein.
- 4.1.7.5. **Proposers cost based on fee proposal.** 15 points
Cost will not be determinative, however may be considered in accordance with the Federal guidelines for selection. A detailed budget is inclusive with the billing rates which shall remain as such throughout the entirety of the contract.
- 4.1.7.6. **Native American Preference and Experience** 10 points
The SIR will evaluate the Respondents Native American preference and/or experience based on the documentation submitted.
- 4.1.8. The Evaluation committee composed of five (5) or more person(s) shall score and select the Respondent following the two-step process.
- 4.1.8.1. Step one (1) consists of the request for submission, evaluation, and if necessary, discussion of a technical proposal. No pricing is involved. The objective is to determine the acceptability of the supplies or services offered, such as engineering approach, special manufacturing processes, special testing techniques and etc.
- 4.1.8.2. Step two (2) consists of the submission of sealed priced bids in a separate envelope. The sealed price bids are reviewed and evaluated upon completion of step one (1) and the award is made in accordance with the Federal Acquisition Regulations (FAR subparts 14.5 Sealed bids).
- 4.1.9. The selected Committee will evaluate, observe, and review the proposals received and score the proposals in accordance with the predefined scoring methodology. The composite scores will summarize the individual scoring of each committee member, and the Respondents will be ranked and selected by the composite scores.
- 4.1.10. The evaluation committee may request an interview and/or presentation of the two (2) highest scoring Offerors. This interview process shall be used to ensure selection of the firm providing the best overall capability to perform the work in a manner most advantageous to the SIR in accordance with established evaluation criteria.
- 4.1.11. The Tribe reserves the right to:
- 4.1.11.1. Accept or reject any and all proposals for any reason or no reason.
- 4.1.11.2. Accept other than the lowest price proposal (FAR 52.214).
- 4.1.11.3. Award a contract on the basis of initial offers received, without discussions or request for best and final offers.
- 4.1.11.4. Discontinue this RFP without explanation or obligation to prospective proposers.

4.2. AWARD

4.2.1. Number and Types of Awards

The SIR reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to SIR.

4.2.2. Contract Inception

An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Tribal Administration Office with the Tribal Chairman signature on the Offer and Acceptance form. A notice of Award or of the intent to award shall not constitute acceptance of the Offer.

4.2.3. Effective Date

The effective date of the Contract shall be the date that the SIR Tribal Council sign the Offer and Acceptance or other official contract form unless, another date is specifically stated in the Contract.

4.3. INVOICING

4.3.1. Submitting invoices:

4.3.1.1. Contractors shall submit an invoice to the SIR Finance Accounts Payable Office within thirty (30) days of the end of each month services were provided.

4.3.1.2. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract.

4.3.1.3. No payment of invoice shall be made without authorization.

4.3.1.4. No payment shall be made without a current W9 on file with Accounts Payable.

4.3.2. Contractor shall not seek payment for any service(s) provided without the proper signature of the designated or assigned individual for the project, or

4.3.2.1. Services that have not been authorized on an acknowledged purchase order, and

4.3.2.2. Services that are the subject of a Contract Amendment or Change Order that has not been fully signed and executed.

4.3.3. Contractor shall submit all billing notices or invoices to the SIR Accounts Payable Department at the following address:

SIR -Finance Department
Accounting Section – Accounts Payable
745 Joaquin Street
Susanville, California 96301
(530)257-6264

- 4.3.4. Defective invoices: without prejudice to its other rights under the Contract or further obligations to Contractor, the SIR Accounting office may, at its discretion, reject any materially defective invoice. It will have no obligation to pay against a defective invoice unless and until the Contractor has re-submitted invoice free of defects.
- 4.3.5. Invoicing will be deemed automatically rejected upon delivery if they,
 - 4.3.5.1. Are sent to the wrong address,
 - 4.3.5.2. Do not reference the correct SIR Contract number,
 - 4.3.5.3. Are payable to any Person other than the Contractor.
- 4.3.6. Invoicing for Task Orders: For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against,
 - 4.3.6.1. Substantiation of hours worked using:
 - 4.3.6.1.1. A detailed daily timesheet,
 - 4.3.6.1.2. Itemization to the task level, and
 - 4.3.6.1.3. Breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply),
 - 4.3.6.2. Authorization and receipts for all allowable reimbursable items being invoices; and
 - 4.3.6.3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually required books and records upon the Tribe's demand.

5. SECTION FIVE - MINIMUM CONTRACTING STANDARDS

5.1. Insurance Requirements

5.1.1. Contractor and subcontractors shall procure and maintain, until all their obligations have been discharged, including and warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

5.1.2. The Insurance Requirements herein are the minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The SIR in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors, and the Contractor is free to purchase additional insurance.

5.1.3. The Contractor and sub-contractors shall use in the performance of this contract to name the SIR Tribe as an additional insurer with the following standard types and minimum amounts.

5.1.4. Commercial General Liability (CGL): \$2,000,000.00

5.1.4.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

5.1.4.2. The policy shall be endorsed, as required by this written agreement, to include the SUSANVILLE INDIAN RANCHERIA and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.1.4.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the SUSANVILLE INDIAN RANCHERIA and its department for losses arising from work performed by or on behalf of the Contractor.

5.1.5. Comprehensive Automobile Liability: \$1,000,000.00

5.1.5.1. Bodily injury and Property damage for any owned, hired and/or non-owned automobiles used in the performance of this contract.

5.1.5.2. The policy shall be endorsed, as required by this written agreement, to include the SUSANVILLE INDIAN RANCHERIA and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.1.5.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the SUSANVILLE INDIAN RANCHERIA and its department for losses arising from work performed by or on behalf of the Contractor.

- 5.1.6. Worker’s Compensation: Statutory limits
- 5.1.7. Employer’s Liability: Each accident \$1,000,000
 - 5.1.7.1. 100% of insurable value of the work. Builder’s Risk, Extended coverage for Vandalism, and Malicious Mischief, if required.
 - 5.1.7.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the SIR and its department and employees for losses arising from work performed by or on behalf of the Contractor.
- 5.1.8. Professional Liability (Error and Omissions Liability)
 - 5.1.8.1. Each Claim \$2,000,000
 - 5.1.8.2. Annual Aggregate \$2,000,000
- 5.1.9. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and other continuous coverage will be maintained or an extended discovery well be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- 5.1.10. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.
- 5.1.11. Failure to provide proof or failure to maintain insurance as required in this bid, or by law, are grounds for immediate termination of this contract.
- 5.1.12. In the event of termination of the contract, the awarded bidder shall be liable for all procurement costs and any other remedies under SIR Procurement policies.
- 5.1.13. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

5.2. Notice of Cancellation

Applicable to all Insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for the reason without thirty (30) days prior written notice to the Susanville Indian Rancheria. Within two (2) business days of receipt, Contractor must provide notice to the SIR if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the department or by email to: Mr. Russell Burriel, rburriel@sir-nsn.gov

5.3. Verification of Coverage

Contractor shall furnish the SUSANVILLE INDIAN RANCHERIA with certificates of insurance (COI) (valid ACORD form or equivalent approved by the State of California) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 5.3.1. All such certificates of insurance and policy endorsements must be received by the SIR before work commences. The SIR's receipt of any certificates of insurance of policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 5.3.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.4. Subcontractors

- 5.4.1. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.
- 5.4.2. All coverage for subcontractor shall be subject to the minimum Insurance Requirements identified above. The SIR reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractor have the required coverage.

5.5. Approval and Modifications

The SIR reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

5.6. Indemnification Clause

- 5.6.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the SIR and its departments, Tribal officials and employees, (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property causes, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.
- 5.6.2. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulations, or court decree.
- 5.6.3. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against all claims.
- 5.6.4. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 5.6.5. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the SIR, it is Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the SIR.

5.7. Conflict of Interest:

- 5.7.1. The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Tribe and who are providing services involving this contract or services similar in nature to the scope of this contract to the Tribe.
- 5.7.2. The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Ownership of the Proposers company by a member of the SIR Board, relationship with a member of the SIR Board Member or management staff.
- 5.7.3. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Tribe employee who has participated in the making of this contract until at least two (2) years after his/her termination of employment with the Tribe.

5.8. Confidentiality:

The Contractor shall maintain all non-public information secured in connection with any contract with SIR in strict confidence, with disclosure only to individuals as needed to perform under the contract and on a need-to-know basis.

5.9. Governing Law and Jurisdiction:

Unless otherwise approved by the SIR Tribal Council, this contract shall be governed by and construed in accordance with the laws of the SIR, and the contractor consents to jurisdiction of the SIR Tribal Government for all matters related to or arising out of this contract.

5.10. Sovereign Immunity:

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the SIR Tribe, by entering into this Agreement, **does not** waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its rights, privileges, remedies or services guaranteed by the Treaty with the SIR Tribe of 1856 (12 Stat. 971).

5.11. Contractor Responsibility:

Nothing in the contract shall relieve or limit the contractor's responsibility for damages for its own negligence or breach of the contract. Nothing shall require SIR to indemnify or hold the contractor harmless for its own negligence, breach, or misconduct. All products from or services by a contractor are warranted or represented as being suitable for the intended purpose of the contract.

5.12. Authorization of Services

Authorization for purchase of services under this Contract shall be made only upon SIR issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number, and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. SIR shall not have any legal obligation to pay for services in excess of the amount indicated in the Purchase Order. No further obligation for payment shall exist on behalf of SIR unless,

- 5.12.1. the Purchase Order is changed or modified with an official SIR Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Contract.

6. SECTION SIX - PROTEST

A protest shall comply with and be resolved according to the SIR Tribal Procurement Policies. Protests shall be in writing and be filed with both the Procurement Office and with the SIR General Manager. A protest of the Solicitation shall be received by the Procurement Office before the Offer due date. A protest of the proposed award or of an award shall be filed within ten (10) days after the Procurement office makes the procurement file available for public inspection. A protest shall include:

- 6.1. The name, address, email address and telephone number of the interested party,
- 6.2. The signature of the interested party or its representative,
- 6.3. Identification of the purchasing agency and the Solicitation or Contract number,
- 6.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 6.5. The form of relief requested.

CERTIFICATION:

By signing below, I certify that I am authorized to offer the items quoted at these prices, that the items comply with the specifications and requirements listed, or are insubstantial compliance thereto, and that I accept these terms and conditions.

Date

Signature

Arian Hart

Print Name

SIR Tribal Chairman

Title

Susanville Indian Rancheria

Company Name

(530)257-6264

Telephone

Ahart@sir-nsn.gov

Email

ATTACHMENT “A”

SCOPE OF WORK

1. NARRATIVE

Since 1990, Susanville Indian Rancheria (SIR) invited numerous tribes to celebrate the annual “Pow wow days”. The Cultural Grounds has never had a permanent location due to the limited allotment of land, however in 2022, the Rancheria purchased over 480 acres of land adjacent to the Upper Rancheria, where the permanent home of the Dance Grounds will be located. In the past, the Cultural Dance has been held at the Lassen County Fairgrounds or at the Lassen County Community College Softball field.

This project is designed to give the Cultural grounds a permanent home where dancing, drumming, and singing can be heard throughout the Susanville valley, and to construct a wooden Dance Arbor structure that will enclose the outdoor dance circle. The Powwow is a spiritual legacy which should be treated with respect and honor and a time for families to be together with other family members and friends. It is a time to honor the past and celebrate the future.

At the heart of the new encampment, the renewal of traditions and reinforcement of heritage begins with the dancing, singing, people laughing and shouting greetings, dancer’s ankle bells and jingle dresses will ring out while drummers and singers set the beat for the two (2) day gathering. What a joyful noise that will be. The Arbor will also serve other cultural events held throughout the year.

2. OWNERS OBJECTIVES

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified design-build team(s) consisting of a Contractor and architect (Design-Builder) based on qualifications and proposed fees for the Susanville Indian Rancheria Cultural Grounds. The proposal is intended to gauge the need for a traditional Cultural Arbor Facility, as well as identify potential multifunctional and socio-cultural uses for the completed Grounds.

The proposed site will include landscaping, pathways, expanded vendor spaces, dedicated parking lots and traffic circulation, new bathrooms/showers, new camping areas and RV parking areas for multi-use opportunities.

3. DELIVERABLES:

3.1. Phase I

3.1.1. Surveying and site preparation.

3.1.1.1. Removing all elements of debris, including, and not limited to shrubs, vegetation, and rocks.

3.1.1.2. Clearing the site to create a construction site is conducive to the project.

3.1.1.3. Mitigation of flood plains and drainage referencing the topography print (enclosed).

3.1.1.4. Grading and preparation of Spring Ridge Road from the north corner of

Numa Rd to Paiute Drive.

3.1.1.5. Site work including sidewalks, parking lot paving, storm sewer and inlets and relocation of existing utilities.

3.1.2. Water, Sewer, and electrical infrastructure

3.1.2.1. The project includes the construction of two (2) 1000 square foot Restrooms and facilities building (see attach drawing), including but not limited to men's and women's changing rooms, showers, and restrooms, to follow current ADA standards.

3.1.2.2. The major elements of the structure such as fire protection, mechanical, electrical, structural, plumbing, telecommunications and equipment will be developed to a level of detail to work out a clear, coordinated description of these elements.

3.1.2.3. The major elements of the structure will be designed and coordinated through enlarged scale drawings, detailed elevations and plans as required.

3.1.3. Cultural Structure

3.1.3.1. The new structure is an approximately 31,416 SF timber-framed and roofed arbor, with aluminum stepped seating for 1600 spectators surrounding the original 150' diameter dance circle.

3.1.3.2. The circular structure has 24-30 lodge pole pine columns in an inner and outer ring – 22' at the peak and descending to 16'-6" in height.

3.1.3.3. The columns are offset to create a 12' shade triangulated structure, emulating the cone-shaped or tepee structure form of the surrounding lodges.

3.1.4. Each of the four cardinal directions are honored in distinct ways.

3.1.4.1. A grand entry canopy opens out to the east, providing shade for the daily assembling of hundreds of dancers before they enter the dance arena.

3.1.4.2. To the south, a raised platform, referred to as the "Crow's Nest," provides a viewing area for dignitaries and Tribal Elders for the daily parade and Grand Entry.

3.1.4.3. To the West, in the Place of Honor, a raised stage provides space for the announcers and judges of the events.

3.1.4.4. To the north, an open area provides space for the dancers to enter and rest between events.

3.1.5. The bleacher seating is aluminum bench seating designed to accommodate the unique aspects of the gatherings.

3.1.5.1. Each quadrant of the circle has semi-circle seating, with four levels, reflecting the four tribes represented in tribal traditions of the Susanville Rancheria.

3.1.6. Each step is three feet deep, designed to accommodate families with small children, and elders in folding chairs.

3.2. PHASE II

3.2.1. Vendor and RV infrastructure

On the outer perimeter, covered retail stalls provide locations for vendors. The new Dance Arbor provides an uplifting, culturally significant, monumental structure that will be enjoyed by new generations of Indigenous people, coming together to celebrate their cultures and pass their cultural legacy onto their children and grandchildren. It is a monument to cultural resiliency for the Maidu, Paiute, Washoe, and Pit River Tribes of the Susanville Rancheria.

3.2.2. Paved all Roads and Parking areas.

3.2.3. Office space, Cooling Station, and fencing.

3.2.4. Landscaping of all areas.

ATTACHMENT "C"

DISBARMENT DISCLOSURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 1249, Debarment and Suspension, 13 CFR part 145. The regulations were published as Part VII of the May 26, 1988, Federal register (Pages 1916-19211). Copies of the regulations are available for the local offices of the U.S. Small Business Administration.

1. The Prospective participant certifies to the best of its knowledge and belief that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
 - b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three (3) year period preceding this application Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective primary shall attach an explanation to this proposal.
3. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Authorized Representative

Title of Authorized Representative

Firm Name and Address

Date

ATTACHMENT “D”

REFERENCES

(Print additional copies and complete the information below and attach as part of your Quote)

Offerors are required to submit information about PAST experience to verify the performance of the Contractor using this form. Insert the information as requested. Responses shall include the details of at least **three (3) individual contracts** for services related to those described in this solicitation within the last five (5) years.

Do not use references from any past or current contracts with SIR. Do not use any current SIR employee as a reference.

Contract Title _____

Contract Term / Dates of Work _____ through _____

Geographic Area Served: _____

Company: _____

Contact Name and Title: _____

Address: _____ City/State/Zip: _____

Telephone: _____

Description of Services Performed:

ATTACHMENT "E"
MISCELLANEOUS DOCUMENTS