



NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

**INVITATION FOR BID
FOR
NORTH FORK CONVENIENCE STORE PROJECT**

DUE DATE: FEBRUARY 5, 2018

PUBLISHED: JANUARY 24, 2018

**MAILING ADDRESS:
P.O. BOX 929
NORTH FORK, CA 93643**

**PHYSICAL ADDRESS:
33143 ROAD 222
NORTH FORK, CA 93643**

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A. INTRODUCTION

The North Fork Rancheria of Mono Indians of California (Tribe) is inviting you to bid on preparing the infrastructure needed for the Tribe's Convenience Store Project.

B. PROJECT DESCRIPTION

The North Fork Rancheria of Mono Indians of California is going to establish a Convenience Store in North Fork, CA. The Tribe will use the proceeds from the Convenience Store to establish a funding source for various projects. One of the key projects will be to fund a program to assist with the Elders within the Tribe

C. SCOPE OF SERVICES

- Install infrastructure needed to provide phone service to unit (to include trenching, conduit, post, ground rod, etc.)
- Install infrastructure needed to provide power to unit (to include trenching, conduit, post, meter, etc.)
- Demo Paving for water connection, as needed
- Install water line from point of connection to unit
- Paving Repair for water connection, as needed
- Septic System: 1500 gallon tank and 150' of chamber
- Provide seven parking spot curb stops, and required surfacing for accessible path of travel
- Fencing w/20' gate (~400')

D. PROPOSED TIMELINE

The Tribe expects to sign a contract for this proposal no later than January 31, 2018 and provide the selected Contractor or person a Notice to Proceed no later than February 9, 2018. All services included in the Contractor's Scope of Services should be predicated on that start date or soon thereafter, although the exact start date will be agreed to after the contract has been signed.

E. SUMBITTAL DEADLINE

All bids and requested forms must be received by **5:00 PM (PST) on February 5, 2018.**

North Fork Rancheria of Mono Indians of California
PO Box 929
North Fork, CA 93643
Attn: Gary Walker

For overnight shipping service:
33143 Road 222
North Fork, CA 93643

Electronic submissions will not be accepted.

The last date for submitting e-mail questions regarding this solicitation is February 2, 2018. Please submit all questions via e-mail to Gary Walker at gwalker@nfr-nsn.gov.

F. CONTRACT REQUIREMENTS

The respondent selected for this effort must be fully qualified to perform the services described above. The selected Contractor must also comply with the Tribe's requirements:

1. Contract: The Contractor shall execute an Agreement with the Tribe substantially in the format as in Attachment. The Tribe will retain 10% of the Total Bid Amount until the Scope of Work is completed.
2. Schedule of Project(s): The Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time frame.
3. Insurance: The Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements as described in the Request for Proposal. Must provide a copy of your proof of insurance.
4. Drug-Free Work Place: The Contractor must comply with the Federal Drug-Free Work Place Act.
5. Indian Preference: To the maximum extent possible, in accordance with Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450e(b)), the selected Contractor agrees to actively provide, to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of any subcontracts under this contract to Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452)
6. Anti-Kickback Act: The Contractor and all its sub-contractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3.) This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The Contractor and all its sub-contractors shall report all suspected or reported violations to the Tribe.
7. Incorporated: All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions of the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.
8. Retention and Inspection of Records: Access shall be given by the Contractor to the Tribe, federal cognizant agencies, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for five (5) years after the Tribe has made final payment and all other pending matters are closed.

56900 & 56901 Kunugib Way
North Fork, CA 93643

PARCEL #2
PM 1956 28/38
APN 060-040-079

Proposed
12' x 44'
Mobile Unit

30'-0"

12'-0" MIN.
5'-0"
Typ.

19'-0"
Typ.

TRANSFORMER

VAULT



SAMPLE AGREEMENT FORM

AGREEMENT TO _____
FOR _____
FOR THE
NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

CONTRACT NUMBER _____

Agreement made and entered into this _____ day of _____, 2017, by and between the North Fork Rancheria of Mono Indians (the "Tribe") and _____ (the "Contractor").

WITNESSETH

WHEREAS, the Tribe wishes to retain the Contractor and the Contractor wishes to provide _____, and

WHEREAS, the Contractor has proposed to provide said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the North Fork Rancheria and the Contractor agree as follows:

1. **Project Description:**
The Project consists of

2. **Scope of Services:**
The Contractor shall provide those services described in its proposal which is incorporated herein by reference as though set forth in full. However, with respect to conflict or ambiguity between this Agreement and the proposal, this Agreement shall control.

The Tribe shall provide a knowledgeable person to coordinate the Tribe's activities and staff with the Contractor.

3. **Incorporated:**
All requirements of the Request for Proposals and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein.

4. **Schedule of Performance:**
The services of the Contractor shall commence within upon full execution of this contract agreement. This Agreement shall terminate on _____, 2017 unless otherwise modified in writing prior to such termination.

5. **Compensation:**
Compensation shall be paid to the Contractor upon receipt and approval by the Tribe of an invoice setting forth work actually completed. Total payment under this contract shall not exceed _____ dollars and _____ cents (\$ _____).

6. Invoices and Payments:

The Contractor will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Tribe. Payment to the Contractor will normally be made within 15 days upon receipt of invoice and verification by the North Fork Rancheria of services rendered and expenses incurred. The Tribe may withhold payment to the Contractor pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required by the terms of this Agreement.

7. Invoices Shall be Transmitted to:

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA
P.O. Box 929
North Fork, California 93643

Attention: Chief Financial Officer

Payment of approved amounts shall be transmitted to:

Notices that may be issued by the parties shall be transmitted to the above address.

8. Independent Contractor:

In the performance of the services hereunder, the Contractor shall be an independent contractor and not an employee of the Tribe or related entities. The employees furnished by the Contractor to perform the work shall be deemed to be the Contractor's employees exclusively and said employees shall be paid by the Contractor for all services. The Contractor shall be responsible for all obligations and reports covering Social Security, Unemployment Tax and other reports required by any applicable State or Federal law. Contractor shall not have authority to act on behalf of the Tribe in any capacity whatsoever nor to bind the Rancheria to any obligation whatsoever.

9. Indemnification:

To the fullest extent permitted by law, the Contractor shall assume the defense of, indemnify and save harmless the Tribe and its officers and employees (collectively "Indemnities") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its sub-Contractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnities, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor that does not involve any negligence or other breach of obligation on the part of the Contractor or its sub-Contractors, then, provided the Contractor is in compliance with its insurance obligations under Section 11 below, such obligation shall be limited to the extent to which it is covered by the Contractor's insurance and that of its sub-Contractors, in no event, however, shall the Contractor's liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of the Contractor or its sub-Contractors.

The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnity or the contractors of any Indemnity.

The Tribe shall include a provision in the construction contract with the general contractor on the project requiring the general contractor to indemnify the Contractor for the negligence of the general contractor and its subcontractors. The risk of an inadvertent omission of such provision is on the Contractor. Therefore, the Contractor shall review the construction contract prior to bidding to ensure that a provision has been included in the draft of the bid documents.

The Contractor's indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

10. Termination:

The Tribe may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Contractor or circumstances beyond the control of Contractor. In the event the Tribe terminates this Agreement for convenience, the Contractor, within ten (10) days of receiving such notice, shall submit an invoice to the Rancheria in an amount which represents the compensation for services actually performed to the date of termination and for which the Contractor has not been previously compensated. Upon payment of the sum found due, the Tribe shall be under no further obligation to the Contractor financial or otherwise.

11. Insurance:

The Contractor shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Tribe and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor's performance of this Agreement with the North Fork Rancheria, or the nature of the services provided, or any operations under or connected with this Agreement with the North Fork Rancheria.

A. The Contractor will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently **\$1,000,000** for each accident).

(2) Comprehensive General Liability Insurance with limits not less than **\$1,000,000** per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

- (3) Comprehensive Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage.

The Contractor and the Tribe acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section 11.0 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Contractor' fee.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

- (1) Name as ADDITIONAL INSURED the North Fork Rancheria, its Officers, and Members of the Tribal Council, Agents and Employees, The County of Madera.

- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

- (3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Rancheria of cancellation, non-renewal or reduction in coverage, mailed to the following address:

North Fork Rancheria of Mono Indians of California
P.O. Box 929
North Fork, CA 93643
Attention: Chief Financial Officer

- (4) Certificates of Insurance, in form and with insurers satisfactory to the Tribe, evidencing all coverage above, shall be furnished to the Tribe prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Rancheria, at the following address:

North Fork Rancheria of Mono Indians of California
P.O. Box 929
North Fork, CA 93643
Attention: Chief Financial Officer

- (5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Tribe approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Tribe shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services

that result in additional costs to the Tribe, it will be the intention of the Tribe to recoup these costs from the Contractor.

12. **Assignment:**

The Contractor shall not make an assignment of this Agreement's proceeds or claims arising under this Agreement without obtaining prior written permission from the Tribe. In no event shall the Contractor assign the duties to be performed under this Agreement.

13. **Indian Preference in Hiring:**

The work to be performed under this proposal is subject to Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450 e (b)). Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.

14. **Employment Practices:**

In the performance of this agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this non-discrimination clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

15. **Anti-Kickback:**

The Contractor shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR. Part 3). This act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Tribe.

16. **Drug-Free Workplace:**

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on the Tribe's premises. The Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

17. **Work Hours and Safety Standards Act:**

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Contractor hereby declares that it is in compliance with said provisions.

18. **Administrative Remedy for Contract Interpretation:**
Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.
19. **Applicable Law and Venue:**
This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the County of Madera.
20. **Ordinances:**
The Contractor shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.
21. **Retention and Inspection of Records:**
Access shall be given by the Contractor to the North Fork Rancheria, or any of its duly authorized representatives, to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Rancheria has made final payment and all other pending matters are closed.
22. **Entire Agreement:**
This Agreement constitutes the entire understanding between the North Fork Rancheria and the Contractor concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

**NORTH FORK RANCHERIA OF
MONO INDIANS OF CALIFORNIA**

CONTRACTOR

Signature

Signature

Title

Title

Date

Date