



2872 Mission Drive, Shelbyville, MI 49344 | {p} 269.397.1780 | gunlaketribe-nsn.gov

**MATCH-E-BE-NASH-SHE-WISH
BAND OF POTTAWATOMI INDIANS
GUN LAKE TRIBE**

**REQUEST FOR PROPOSAL JIJAK CAMP 2558 20TH STREET HOPKINS, MI
STORMWATER CONTROL PROJECTS
AREA 1 AND AREA 2**

PREPARED BY:



ALL BIDS DUE BY FEBRUARY 4, 2022 BY 4:00 PM

INSTRUCTIONS TO BIDDERS

THE WORK

The purpose of the proposed project is to install stormwater controls in two areas at the Jijak Camp. These storm water controls are for both drainage management and quality control of storm water from the main campus. Therefore, this project serves to minimize stormwater impacts on the use of the camp developed area as well as control and infiltrate stormwater into the ground to minimize runoff and any pollutants into the lake which receives the stormwater. All projects must be completed by June 10, 2022.

Construction efforts will involve limited clearing, minimum earth excavation, installation of edge drains, underdrains, infiltration basin, diversion manhole, infiltration and detention trench, drainage management structure, ditch reshaping, check dams, sod removal and replacement, native vegetation seeding and site restoration in accordance with the Contract Documents.

INSTRUCTIONS

This Invitation for Bid and Instructions to Bidders with all pages, documents and attachments contained herein, or subsequently added to and made a part of hereof, submitted as a fully and properly executed bid shall constitute the contract between the Gun Lake Tribe and the successful bidder when approved and accepted on behalf of the Gun Lake Tribe by an authorized official or agent.

Bids will be based on a lump sum project price bid with a line item base bid breakdown, contract price.

All local permits (i.e., grading, soil erosion and sediment control) are the responsibility of the Contractor, if deemed necessary.

The construction implementation contract will be bid as a lump sum project and administered by the Gun Lake Tribe. KIESER & ASSOCIATES, LLC (K&A) will assist with part-time project oversight, periodic coordination/assistance for interpretation of the design drawings and final inspection.

The proposals must be legibly written in ink with all pieces given words and figures as required by the proposal form. In case of discrepancy between the written words and the figures, the written words shall govern.

An award of Contract will be made in accordance with the applicable stipulations in the proposal to the lowest responsible bidder whose proposal complies with all the requirements prescribed, provided his bid is reasonable and it is to the interest of the Gun Lake Tribe to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Gun Lake Tribe reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Gun Lake Tribe.

The bidder to whom an award is made will be required to enter into a written Contract in the form hereto attached within five (5) days (Sundays and legal holidays excepted) after being notified of the acceptance of his bid and receipt by him of the copies of the documents to be executed. In case of failure to comply with this requirement, he may be considered to have abandoned all his rights and interests in the award and his certified check or amount of bidder's bond may be declared to be forfeited to the Gun Lake Tribe and the Contract may be awarded to another. Each Contract must be executed in three original counter

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parts. Two copies of such executed documents will be retained by the Gun Lake Tribe; the third will be delivered to the Contractor.

Subject to the applicable provisions of law, this Contract shall be in full force and effect as a Contract from and after the date when formal notice of such award signed by the authorized representative of the Gun Lake Tribe has been delivered to the intended awardee or mailed to him at the main business address identified in his proposal by some officer or agent of the Gun Lake Tribe duly authorized to give such notice.

If at any time it shall be found that any member, representative or agent of the person, firm or corporation to whom the Contract has been awarded has in presenting any bid or bids entered into any combination, collusion or Agreement with any person relative to the price to be bid by anyone, or attempted to prevent any person from bidding or attempted to induce anyone to refrain from bidding or if the bid was made with reference to any other bid or with any Agreement, understanding, or combination with anyone in reference to the letting of such Contract in any way or manner whatever, then the Contract so awarded shall be null and void and the Contractor and his sureties shall be liable to the Gun Lake Tribe for loss or damage which Gun Lake Tribe may suffer thereby and they may advertise anew for bids for said work.

The Contractor shall not discriminate against an employee or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that any sub-agreement shall contain a nondiscrimination provision identical to this provision and binding upon any and all subcontractors.

Bidders shall make whatever borings necessary to fully acquaint themselves with conditions as they exist so that they may fully understand the conditions which may affect the cost of the work. Failure to make such borings or any borings made which do not provide a complete understanding of the conditions encountered, shall not relieve the Contractor of the responsibility for carrying out all the work to completion as shown on the plans, or as specified, at the price specified to be paid for the work. Where the results of any test borings are shown on the plans, the information is not guaranteed, and the Contractor must satisfy himself as to the character of materials that may be encountered.

SECURING DOCUMENTS

Electronic copies of the Bid Documents may be obtained online at <https://gunlaketribe-nsn.gov/> or from:

Gun Lake Tribe – Environmental Department
2872 Mission Drive
Shelbyville, MI 49344
269-397-1780
Attn: **Alex Wieten and Shawn McKenney**

1. DEFINITIONS

- 1.1 All definitions set forth in the General and Supplementary Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- 1.2 Bidding Documents include the Invitation for Bids, Instructions to Bidders, Proposal and Contract, Bid Security, and the proposed Contract Documents, including all Addenda.

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- 1.3 Addenda are written, or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. All Addenda issued to Bidders prior to date of receipt of Proposals shall become part of these Specifications and all Proposals are to include the work therein described. Each Proposal submitted shall list all Addenda that have been received prior to the scheduled Receipt of Proposals.
- 1.4 As used in these Instructions to Bidders, the term "bid" means a proposal prepared and submitted as required herein.
- 1.5 As used in these Instructions to Bidders, the term "Engineer" refers to the Professional Service Contractor and means the Architect, Engineer or any Professional under contract to the Gun Lake Tribe.

2. BIDDER'S REPRESENTATION

- 2.1 Each Bidder, by submitting a bid, represents that the Bidder has read and understands the Bidding Documents, has visited the site, and is familiar with the local conditions under which the work is to be performed.
- 2.2 All bids are to be made only on proposal forms provided. Only proposals which are made out on regular proposal forms attached hereto, will be considered. Separate duplicate copies of the proposal forms are to be submitted by the bidder for that purpose. the Gun Lake Tribe may consider as informal any proposal on which there is an alteration of or departure from the prescribed form. Any unauthorized riders or qualifications to the bid (with the exception of voluntary cost-saving alternates) may be rejected by the Gun Lake Tribe as irregular.

3. EXAMINATION OF BIDDING DOCUMENTS AND SITE OF WORK - ALL AREAS

- 3.1 Before submitting a bid, each Bidder shall examine the Drawings carefully, shall read the Specifications and all other identified Contract Documents, and shall visit the site of the work. A pre-bid meeting shall be required prior to submitting a bid. This meeting can be scheduled by calling Alex Wieten or Shawn McKenney at 269-397-1780. Location for project: 2558 20th Street Hopkins, MI. Each Bidder shall gather complete information prior to bidding as to existing conditions and limitations under which the Work is to be performed and shall include in the Bid a sum to cover the cost of items necessary to perform the Work as set forth in the identified Contract Documents.
- 3.2 No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.
- 3.3 The Bidder shall make written requests to the Engineer for interpretation or correction of any ambiguity, Inconsistency or error in the Bid Documents that are discovered. Only a written interpretation or correction by Addendum shall be binding. No explanations or interpretations requested or made orally will be considered binding. No questions will be answered after Friday January 14, 2022. All questions will be responded to in writing by Friday January 21, 2022. All written requests for interpretation shall be submitted to Mr. Alex Wieten, by one of the following:

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Email: Alex.Wieten@glt-nsn.gov

U.S. Mail:

Gun Lake Tribe – Environmental Department
2872 Mission Drive
Shelbyville, MI 49344

4. SUBSTITUTIONS

- 4.1 Each Bid or Proposal shall be based upon the materials and equipment described in the Bidding Documents.
- 4.2 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, any substitutions shall be approved by the Engineer prior to bidding.
- 4.3 Voluntary alternates as substitutions for materials and equipment will be considered and evaluated if the base bid includes specified materials and equipment. Voluntary alternates shall include a complete description of the proposed substitute, the cost savings or advantages, the name of the material or equipment for which it is substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. A Bidder submitting alternates shall also promptly submit additional data if requested by the Engineer.

5. BIDDING PROCEDURES

- 5.1 All bids must be submitted, in **writing**, on the **proposal forms provided** as part of the bidding documents and in accordance with the Instructions to Bidders and Advertisement for Bids. Provide a complete list of subcontractors (one per discipline) as indicated on the Bid Forms. Listing two or more per discipline will be grounds for disqualification.
- 5.2 A bid is invalid if it has not been deposited at the designated location prior to the time and date for Receipt of Bids indicated in the Bid Documents or prior to any extension thereof issued by Addendum to the Bidders. Bids received after the time and date for Receipt of Bids will be unopened and returned to sender.
- 5.3 No Bidder shall modify, withdraw or cancel a bid or any part thereof for 30 days after the time designated for the Receipt of Bids.
- 5.4 Prior to the Receipt of Bids, Addenda will be mailed or delivered to each person or firm recorded by the Gun Lake Tribe, or the Engineer as having received the Bidding Documents and will be available for inspection wherever the Bidding Documents are kept available for that purpose. No Addendum will be issued later than three days prior to the date for Receipt of Bids except an Addendum, if necessary, postponing the date for Receipt of Bids or withdrawing the Request for Bids. Each Bidder shall ascertain prior to submitting

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a Bid that he/she has received all Addenda issued and shall acknowledge their receipt in their Bid.

5.5 All Bids must be signed as follows:

- .1 Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- .2 Partnerships: Signature of one partner shall be accompanied by a certified copy of the Power Of Attorney authorizing the individual signing to bind all partners. If a certified copy of the Partnership's Certificate submitted with the Bid indicates that all partners have signed, no Authorization is required.
- .3 Bids submitted by Joint Ventures shall be signed by one of the Joint Ventures and shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all the Joint Ventures. If a certified copy of the Joint Venture's certificate submitted with the Bid indicates that all Joint Ventures have signed, no authorization is required.
- .4 Individuals signing on own behalf: No authorization is required.
- .5 Individual signing on behalf of another: Power of Attorney or comparable evidence of authority shall accompany Bid.

5.6 Bids shall be prepared on unaltered Bid Forms furnished in these documents. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner. Unauthorized conditions, limitations, or provisions attached to the Bid will be cause for rejection of the Bid. If alterations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the Bidder.

5.7 Bids shall be submitted electronically via email or in a sealed envelope on February 4, 2022 **at 4:00pm:**

Alex Wieten and Shawn McKenney
Gun Lake Tribe – Environmental Department
2872 Mission Drive
Shelbyville, MI 49344
269-397-1780

Hard copy bids shall include the following identification on the face of the envelope:

- .1 Project name.
- .2 Name and address of Bidder.
- .3 Date of bid deadline.
- .4 Notation "**BID ENCLOSED**".

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- 5.8 No responsibility shall attach to the Engineer, the Gun Lake Tribe, or the authorized representatives of either one, for the premature opening of any proposal which is not properly addressed, delivered and/or identified.
- 5.9 The Bidder shall assume full responsibility for timely delivery at location designated for Receipt of Bids. No Bids received after the time fixed for receiving Bids will be considered.
- 5.10 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 5.11 No telephonic or telegraphic modifications of a bid will be considered.
- 5.12 Negligence in preparation, improper preparation, errors in and/or omissions from the Bid shall not relieve the Bidder from fulfillment of any and all applicable obligations and requirements of the Contract Documents.
- 5.13 The Engineer or the Gun Lake Tribe in making copies of the Bidding Documents available do so only for the purpose of obtaining Bids on the work and do not confer a License or Grant for any other use.
- 5.14 The Engineer will prepare the copies of the Agreement based upon the Bids submitted by the lowest qualified Bidder. These Agreements, when executed, will constitute the Contract between the Gun Lake Tribe and the successful Bidder.

6. CONSIDERATION OF BIDS

- 6.1 The Bidder acknowledges the right of the Gun Lake Tribe to reject any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Gun Lake Tribe to reject a Bid:
 - .1 if the Bidder fails to submit the data required by the Bidding Documents; or
 - .2 if the Bid is in any way incomplete or irregular.
 - .3 if the Bidder's performance as a contractor was unsatisfactory under a prior Contract for the construction, repair, modification, or demolition of a facility with the Gun Lake Tribe, or a contractor in privity of contract with the Gun Lake Tribe, which was funded, directly or indirectly, by the Gun Lake Tribe;
 - .4 if the Bidder was an employer of construction mechanics working on the construction of facilities funded, directly or indirectly, by the Gun Lake Tribe through contracts under 1984 PA 431, MCL 18.1101 et seq; MSA 3.516 (101) et seq, and was determined by the Michigan Department of Labor to have failed to comply with a contractual provision requiring the payment of Department of Labor's prevailing wage or the maintenance of Department of Labor's prevailing wage or the maintenance of Department of Labor's apprentice-journey person ratio determinations for construction mechanics for that facility.

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- 6.2** It is the intent of the Gun Lake Tribe if it accepts any Alternates, to accept them in the order in which they are listed in the Bid Form, but the Gun Lake Tribe shall have the right to accept Alternates in any order or combination and to determine the lowest qualified Bidder on the basis of the sum of the base Bid and the Alternates accepted.
- 6.3** It is the intent of the Gun Lake Tribe to award a contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- 6.4** It is the intent of the Gun Lake Tribe to award a contract including all areas of work as identified in the bid documents. If bids exceed the funds available, the Gun Lake Tribe may award the contract in two phases, over multiple years or only award a contract for a single area. At a minimum it is the intent of the Gun Lake Tribe to have Area 2 Stormwater Control work to proceed first and be finished in the 2021 calendar year. Area 1 Stormwater Control work is intended to be scheduled as timing of the camp use and funding allows.

6.A Additional Instructions to Bidders Concerning - QUALIFICATIONS OF BIDDERS

- Provide the following as a supplement to your bid. The Gun Lake Tribe reserves the right to require bidders to submit additional information as the Gun Lake Tribe deems necessary to satisfy the Gun Lake Tribe that the bidders are adequately prepared to fulfill all provisions of the contract and as to which bidder should be awarded the contract. Failure to provide information requested within the time frames established will subject the bidder to disqualification of the bid.
- Description of Contractor's experience with projects of comparative size, complexity, and cost. Specify projects, owners and locations of projects, dates of each project completion.
- Written certification that the equipment owned and/or leased by the bidder that will be utilized on the project will conform to all safety requirements required by Michigan and federal law, regulations, and codes.

Notice: The Gun Lake Tribe retains the right to take into account factors others than those set forth in the bid specifications in evaluating and qualifying bidders. Failure to provide information requested within the time frames established by the Gun Lake Tribe will subject the bidder to disqualification of the bid. These factors include, but are not limited to the following:

- Projects involving the bidder for which performance was and/or not delivered on time;
- Fines and penalties imposed on the bidder for any projects in the last five (5) years;
- Liens filed against bidder in the last five (5) years;
- Suspension or revocations of any professional license of any director, officer, or managerial employee of the bidder, to the extent that any work to be performed is within the field of such licensed profession;

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- OSHA violations by the bidder or bidder's subcontractors (including Michigan MIOSHA or other state occupational or construction health and safety laws or regulations), as well as all notices of OSHA or other health and safety citations filed against bidder, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violations;
- Violations within the previous five (5) years pertaining to unlawful discrimination against any employee;
- Litigation or arbitration cases in which bidder has been a defendant or third party related to any construction project in which it has been engaged within the previous five (5) years;
- Violations, if any, of wage and hour law violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years;
- All apprentices utilized on this the Gun Lake Tribe project must be registered in a recognized apprentice program, i.e., one that is certified by the Bureau of Apprenticeship and Training (BAT), U.S. Department of Labor. the Gun Lake Tribe reserves the right to randomly audit all contractors for compliance with wage and hour requirements, prevailing wage, employee classification, etc;
- Criminal convictions related to the construction business of bidder, its officers, directors, and/or managerial employees, within the past five (5) years;
- Violations, if any, within the past five (5) years or pending charges concerning federal, state, or municipal laws, codes, rules and/or regulations.

8. PERFORMANCE AND LABOR AND MATERIAL BONDS

- 8.1** At or prior to delivery of the signed Agreement, the Gun Lake Tribe will require the successful Bidder to secure and post a Labor/Material Payment Bond and a Performance Bond including bonding for all subcontractors, each in the amount of 100% of the Contract Sum including bonding for all subcontractors. Surety shall be a company incorporated in the United States and must appear on the U.S. Treasury Departments approved surety list and be adaptable to the Gun Lake Tribe. The Bidder shall obtain such bonds in a manner consistent with Michigan law.

9. MICHIGAN PRODUCTS

- 9.1** All prime Bidders and their Subcontract Bidders and Suppliers shall utilize Michigan-made products whenever possible where price, quantity and performance are equal to or better than non-Michigan products.

10. NATIVE OWNED, MINORITY, WOMAN AND HANDICAPPER SUB-CONTRACTORS AND SUPPLIERS

- 10.1** Bidders are urged to utilize native owned, minority, woman, and handicapper owned businesses on this project.

- 10.2** For assistance in locating and identifying certified businesses, contact the Department of Civil Rights, Compliance Division, Leonard Plaza, Lansing, Michigan 48913, or the Department of Transportation, Office of Small Business Liaison, or Contracts Division, Transportation Building, Lansing, Michigan 48917, or the Gun Lake Tribe office.

11. MICHIGAN RIGHT-TO-KNOW LAW

- 11.1** All contractors must conform to the provisions of the Michigan Right-To-Know Law, 1986 PA 80, which requires employers to:

- .1 develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers, and development and availability of Material Safety Data Sheets.
- .2 provide training for employees who work with these chemicals; and
- .3 develop a written hazard communications program.

- 11.2** The law also provides for specific employee rights. These include:

- .1 the right to be notified (by employer or contractor posting) of the location of Material Safety Data Sheet (MSDSs);
- .2 the right to be notified (by employer or contractor posting) of new or revised MSDSs no later than five working days after receipt; and
- .3 the right to request copies of MSDSs from their employers.

- 11.3** Provisions of Michigan's Right-to-Know Law may be found in those sections of the Michigan Occupational Safety and Health Act (MIOSHA) which contain Right-to-Know provisions, and the Federal Hazard Community Standard, which is part of the MIOASHA Right-to-Know Law through adoption.

12. WITHDRAWAL OF BIDS

- 12.1** A Bidder may withdraw a bid by written request from an authorized Bidder representative, at any time prior to the scheduled time for opening bids.

- 12.2** No Bidder may withdraw a bid for a period of thirty (30) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Gun Lake Tribe during this period.

13. EXECUTION OF AGREEMENT

- 13.1** The Bidder to whom the Contract is awarded shall, within five (5) calendar days after Notice of Award and receipt of Agreement Forms from the Gun Lake Tribe, sign and deliver required copies to the Gun Lake Tribe.

- 13.2** At or prior to delivery of the signed Agreement, the Bidder to whom the Contract is awarded shall deliver to the Gun Lake Tribe those Certificates of Insurance required by the Contract

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Documents and such Labor and Materials Payment Bonds and Performance Bond as are required by the Gun Lake Tribe.

- 13.3** the Gun Lake Tribe shall approve bonds and Certificates of Insurance before the successful Bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Gun Lake Tribe shall subject the successful Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

14. POST BID INFORMATION

- 14.1** A Bid Form shall be submitted as indicated in the Bid Documents. The Bid Form requires all Subcontractors for a project to be named; one per discipline.

- 14.2** Within 48 hours of Notice of Award, the successful Bidder shall submit to the Engineer the following information:

- .1 A statement of costs for each major item of work included in the bid.
- .2 A list of suppliers who will be furnishing material or equipment for this project.
- .3 Draft construction schedules.

15. PUBLIC UTILITIES

The Contractor shall call "Miss Dig" a minimum of three (3) working days prior to beginning construction operations. Saturday, Sundays and Holidays shall not be included as a working day.

"3 Days before you Dig – Call Miss Dig – Toll Free" 1-800-482-7171.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the Gun Lake Tribe, or for delays of construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppage by employees of utility companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

The Contractor shall obtain all local permits required to implement work at this site.

16. INDEMNITY AND INSURANCE

The Contractor shall defend, indemnify and save harmless the Gun Lake Tribe, KIESER & ASSOCIATES, LLC and their officials, employees, departments, agents, boards, commission and volunteers against and from all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings and decrees of every nature and expense to persons or property to the extent occasioned by, the negligent acts or omissions of the Contractor, his/her agents, employees or subcontractors.

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The Contractor shall furnish within fifteen (10) working days of Notice of Award, certificate(s) of insurance providing insurance coverage as follows:

- (A) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act, including Employer's liability of \$500,000.
- (B) Comprehensive General Liability Insurance – Including:
 - Bodily Injury – at least \$1,000,000/occurrence
 - Property Damage – at least \$1,000,000/occurrence
 - Personal Injury – at least \$1,000,000/occurrence
- (C) Automobile Liability Insurance – Including owned, non-owned and hired motor vehicles as well as Michigan Property Insurance as required by statute.
 - Bodily Injury – at least \$1,000,000/occurrence
 - Property Damage – at least \$1,000,000/occurrence
 - Personal Injury – at least \$1,000,000/occurrence

The above requirements should not be interpreted to limit the liability of the Contractor under this Contract.

ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.

These coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed.

A thirty (30) day cancellation clause with notice to the Gun Lake Tribe shall be included; words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amounts prior to the time such subcontractor proceeds to perform under the Contract.

17. TAXES

The Gun Lake Tribe is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the Gun Lake Tribe is making no representation as to any such exemption.

18. PAYMENTS

All billing cycles for the project are conducted monthly. A written summary of documentation for payments requested by the Contractor shall include actual receipts, mileage logs, material delivery tickets, timesheets, and subcontractor invoices for reimbursement that will be processed by the Gun Lake Tribe. Failure to submit timely paperwork to the Gun Lake Tribe may result in late processing and delay of payment.

19. CHANGES AND/OR CONTRACT MODIFICATIONS

The Gun Lake Tribe reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the Gun Lake Tribe.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Gun Lake Tribe. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF THE GUN LAKE TRIBE APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

20. HOLD HARMLESS

The Contractor shall defend, indemnify and save harmless the Gun Lake Tribe, KIESER & ASSOCIATES, LLC, and their officials, employees, departments, agents, boards, commission and volunteers against and from all claims, judgments, losses, damages, payments, recoveries, legal proceedings and decrees of every nature, and expenses to persons or property to the extent occasioned, by the negligent acts or omissions of the Contractor, his/her agents, employees or subcontractors.

21. DEFAULT

The Gun Lake Tribe may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the Contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the Contract.
- F. Standard of Performance – Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided by the Contractor.

Upon notice by the Gun Lake Tribe of Contractor's failure to comply with such standards or to otherwise be in default of this Contract in any manner following the Notice To Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the Gun Lake Tribe. Should the Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this Contract and grounds for termination of the same by the Gun Lake Tribe.

In the event of such breach of this Contract by Contractor, Contractor shall pay any cost to the Gun Lake Tribe cause by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

the Gun Lake Tribe reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this Contract in any manner, and such breach has not been satisfactorily corrected, the Gun Lake Tribe may bar the Contractor from being awarded any future contracts with the Gun Lake Tribe.

- G. All remedies available to the Gun Lake Tribe herein are cumulative and the election of one remedy by the Gun Lake Tribe shall not be a waiver of any other remedy available to the Gun Lake Tribe.

22. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper, cell phone, or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the Gun Lake Tribe's Project Manager and/or KIESER & ASSOCIATES, LLC in assuring contract compliance.

23. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Gun Lake Tribe and/or KIESER & ASSOCIATES, LLC at a mutually agreeable time to discuss problems, issues or concerns relative to the Contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed two (2) working days after the request; and, if in the sole opinion of the Gun Lake Tribe, the severity of the circumstance warrants, no more than one (1) working day.

24. INSPECTION OF WORK SITE

Before submitting bids for his/her work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

25. NON-DISCRIMINATION

The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

26. INDIAN PREFERENCE

Proposals will be accepted from non-Indian as well as Indian-owned economic enterprises or organizations. The Gun Lake Tribe will provide preference to all qualified Indians and Indian-owned economic enterprises or organizations in accordance with applicable law. Any bidder seeking Indian Preference in this award must provide evidence that it is not less than 51 percent Indian owned and controlled. If you are seeking Indian preference, please contact the Chairperson of the Indian Preference Committee, Amanda Sprague at (269) 397-1630 to receive a prequalification packet.

27. RANKING CRITERIA

Award of the contract resulting from this RFP will be based upon the most responsive and Responsible company whose offer will be the most advantageous to the Department in terms of cost, functionality, and other factors as specified. This evaluation will be calculated in accordance with the following evaluation criteria and the respective point values assigned with 1 being low and 100 being high. Consideration of the award will be determined based on the accumulation of points. **Awarded contractor will be contacted by phone by February 11, 2022.**

28. SELECTION CRITERIA

	Points
1. Cost	25
2. Similar Project Experience	20
3. Staff Qualifications	20
4. Work Plan and Procedures	20
5. Proposal Conforms with RFP	15
Total	100

JIJAK CAMP RFP BID FORM

FOR: MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS – GUN LAKE TRIBE
Jijak Camp Area 1 & Area 2 Stormwater Controls Project

SUBMIT TO: Alex Wieten and Shawn McKenney
Gun Lake Tribe – Environmental Department
2872 Mission Drive
Shelbyville, MI 49344
269-397-1780

BID OF: _____
(Name of Bidder)

PART I

Bids must be received on Friday, February 4, 2022 at 4:00PM Eastern Time.

BASE BID:

The undersigned, having examined the Contractor Documents, prepared by _____ and having visited the site and examined the conditions affecting the Work, hereby propose and agree to furnish all labor, materials, and equipment to perform operations necessary to complete the work as required by said Contract documents for the stipulated sum of:

_____ dollars (\$ _____) as the base bid - all work as described herein.

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date. This amount is broken down as follows:

ESTIMATED QUANTITIES

The following material quantities shall serve only as a guideline to assist the Contractor in the preparation of a bid proposal. Such estimated quantities, while made from the best information available, are best approximates only.

<u>Work Item</u>	<u>Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Line Price</u>
Area 1 Stormwater Controls:				
1. Mobilization & General Conditions	1	lump sum	\$ _____	\$ _____
2. Clearing, Site Prep. and Sod Removal	1	lump sum	\$ _____	\$ _____
3. Edge Drain & Underdrain	120	lineal feet	\$ _____	\$ _____
4. Infiltration Basin & Connections	1	lump sum	\$ _____	\$ _____
5. Manhole & Connections over pipe	1	lump sum	\$ _____	\$ _____

Gun Lake Tribe – Environmental Department
 Jijak Camp Area 1 & Area 2 Stormwater Controls Project

6. Replace 8” Corrugated Pipe w/ 12pipe	230	lineal feet	\$ _____	\$ _____
7. Grading and Dressing area, replace sod,	1	lump sum	\$ _____	\$ _____

Total Amount Area 1 Stormwater Controls \$ _____

Area 2 Stormwater Controls:

1. Mobilization & General Conditions	1	lump sum	\$ _____	\$ _____
2. Clearing, Site Preparation	1	lump sum	\$ _____	\$ _____
3. Treatment Diversion MH	1	Each	\$ _____	\$ _____
4. Infiltration Trench & Connections	380	lineal feet	\$ _____	\$ _____
5. Drainage Management Structure	1	lump sum	\$ _____	\$ _____
6. Detention Outlet	1	Lump Sum	\$ _____	\$ _____
7. Grading and Dressing area,	1	lump sum	\$ _____	\$ _____
8. Reshaping of Valley Drainage Ditch (VDD)	325	Lineal Feet	\$ _____	\$ _____
9. Install Check Dam in VDD	6	Each	\$ _____	\$ _____

Total Amount Area 2 Stormwater Controls \$ _____

Total Project Costs for Stormwater Controls \$ _____

Notes:

All clearing activities shall include complete removal of disturbed and cut materials from the site; including chipped materials. It is the responsibility of the contractor to comply with this request. All site restoration work will be strictly enforced and directly linked to a 10% retainer to be released upon final inspection and approval by Owner.

All work shall include any permit requirements (i.e minimally any clearing and grading and utility work in the designated area, Soil Erosion and Sediment Control and Grading Permits as we are within 500 ft of a lake) and shall be included where appropriate bid line item.

Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only.

ADDENDA

This bid incorporates

- | | | |
|---------|---------|-------|
| Addenda | # _____ | Dated |
| Addenda | # _____ | Dated |
| Addenda | # _____ | Dated |
| Addenda | # _____ | Dated |

SPECIAL INSTRUCTIONS:

COMPLETION DATE: _____

All changes to work (which may require a contract change order during the construction phase) shall be based upon written authorization by the Gun Lake Tribe to the Contractor according to the following information: (be sure to provide mark-up percentages requested below for bid conformance evaluation and consideration)

- A. Cost of additional work performed by the general contractor and sub-contractors including materials, labor, fabrication, rental charges, equipment, foreman and insurance.
- B. An amount equal to _____% of item representing overhead and profit for general construction.
- C. An amount equal to _____% of item representing overhead and profit for subcontractors.

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Jijak Camp Area 1 & Area 2 Stormwater Controls Project

VOLUNTARY ALTERNATES: (cost-saving options/alternatives for consideration)

FIRM NAME: _____

ADDRESS: _____

BY: _____

DATE: _____ **PHONE:** _____

(Authorized Signature)

(Title)

END OF BID FORM