

NOTICE TO BIDDERS

Date:	August 7, 2015
Bid Opening Date:	August 7, 2015
General Description:	
Removal of wood, metal and plastic play structure and assembly and installation of new plastic and metal structure	
Contact Information:	
Karuk Community Development Corporation 529 Jacobs Way, PO Box 1148, Happy Camp, CA 96039 Karen Derry, (530) 493-1475, Extension 5103, kderry@karuk.us	
Project Manager:	Karen Derry kderry@karuk.us
Project Name:	Playground Assembly and Installation
MANDATORY Site Visit:	No site visit required
Bid Submission Criteria:	Hand Submission: 529 Jacobs Way, Happy Camp, CA Mail Delivery: PO Box 1148, Happy Camp, CA 96039 Email: kderry@karuk.us NO FAXES
Bids Due:	Friday, August 21, 2015 by 5pm

**KARUK COMMUNITY DEVELOPMENT CORPORATION
REQUEST FOR LUMP SUM FIXED QUOTATION**

**SOLICITATION FOR LUMP SUM FIXED-PRICE QUOTATIONS BASED ON PRICE ONLY
(Small Purchases of \$100,000 or less)**

Due Date: Friday, August 21, 2015 by 5pm
More Information: Karen Derry, (530) 493-1475

1. The Karuk Community Development Corporation (KCDC) requests lump sum fixed-price quotations for all labor, and fees necessary to remove the wood playground structure and assemble and install our new plastic playground structure at Karuk Head Start located at 632 Jacobs Way, Happy Camp, California as described further in the Scope of Work.
2. KCDC is requesting these quotations under the small purchase procedures. This is a less formal, simplified process which will help us to expedite our selection.
3. Quotations are invited from non-Indian as well as Indian-owned economic enterprises or organizations.
4. Quotations may be submitted by email, mail, or hand delivery. All quotations must be submitted to KCDC in writing and can be emailed to kderry@karuk.us, mailed or hand delivered to PO Box 1148, 529 Jacobs Way, Happy Camp, CA 96039 by **Friday, August 21, 2015 by 5pm**. NO FAXES will be accepted.
5. The Scope of Work is as set forth in Appendix A attached to this Solicitation. **Site Visits are available by appointment but are not required. Contact Donna Goodwin-Sanchez, (530) 493-1490, at least two days prior to desired visit date to schedule.**
6. **Indian Preference.** Any firm seeking Indian preference in this award must provide evidence that it is not less than 51% Indian owned and controlled. If claiming this preference, please contact us immediately so that we can fax you a pre-qualification statement that you must fill out and return within two days of your receipt. KCDC will then review the statement and determine eligibility for preference. All bids must be accompanied by a TERO Compliance Plan as included in Appendix B.
7. **Award.** The contract will only be awarded to a responsive, responsible individual or firm. The contract will be awarded to a qualified Indian enterprise submitting the lowest responsive quotation if such quotation is within budgeting limits established for this solicitation and is within the limits identified in the Karuk Tribe Procurement Policy regarding Indian preference in contracting. If no responsive quotation by a qualified Indian enterprise is within the above-stated limits, then award will be made to the individual or firm with the lowest responsive quotation.
8. All quotations must contain a commitment to provide Indian preference in 1) subcontracting, 2) training, and 3) employment, and must contain a statement describing the methods that will be used to provide such preferences. This statement is part of the submitted quotation. This statement will be evaluated as part of the submitted quotation, and any quotation failing to contain such preference statement or failing to adequately address such preference requirements shall be deemed non-responsive. If you believe it is infeasible to provide Indian preference in subcontracting, training, or employment, you must include in your quotation a certification as to the reasons why.

9. The form of Contract which contains the terms and provisions of the contract agreement between KCDC and the individual or firm selected for this work is available for review upon request. By submitting a quotation, you hereby agree that if selected, you shall deliver to the KCDC, within the time later designated by the KCDC, a properly executed Contract and to be bound by all terms and conditions set forth therein, including but not limited to assurance of performance, completion dates, prevailing wage rates, warranties, other federal requirements, and other terms and provisions as set forth therein.
10. All quotations must commit to remaining open for at least 45-days.
11. The selected contractor will be responsible for paying all Tribal license fees and taxes, as well as permits that may be required, if any.
12. The successful individual or firm on this solicitation must comply with the Tribe's TERO Ordinance, including any licensing requirements. This includes, but is not limited to, paying a 2% TERO fee on the work to be performed. Tribal minimum wage rates shall apply. For a copy of the TERO Ordinance and more information, the Karuk Tribe TERO Director, should be contacted at (530) 493-1600 ext. 2030.
13. All bidders acknowledge that Karuk Tribal Sales Tax is 6% and will be paid for all materials purchased in conjunction with this contract and delivered to Karuk Tribal Trust Land. Contractor shall apply for and receive a California Seller's Permit (AKA: California State Board of Equalization Resale Number) prior to the commencement of work under this contract. The requirement for the Seller's Permit is to allow the Contractor to obtain materials and fixtures from the supplier without paying tax. The Contractor may then resell the materials and fixtures to the Owner on Karuk Tribal Lands before installation. Nothing herein shall allow the Contractor to charge more than the actual price/value of the materials and fixtures provided. Title to the materials and fixtures transfers to the Owner (Karuk Community Development Corporation) on the Karuk Tribal Lands and prior to the installation of the materials by Contractor.
14. This solicitation does not commit KCDC to award a contract or to pay any costs incurred in the preparation of quotation or the procurements of supplies. KCDC reserves the right to reject any and all quotations or to re-solicit when it is deemed by KCDC to be in its best interest to do so.
15. If there are any questions, please contact Karen Derry, kderry@karuk.us.

APPENDIX A
To Request for Lump Sum Fixed-Price Quotation

SCOPE OF WORK

1. Successful bid shall include all necessary materials, labor, equipment, and fees necessary to assemble and install our new playground structure located at 632 Jacobs Way in Happy Camp, California.
2. Bid shall include removal of existing playground structure and assemble and installation of new structure in compliance with the U.S. Consumer Product Safety Commission Public Playground Safety Handbook. <http://www.cpsc.gov/PageFiles/122149/325.pdf>
3. Bid shall include all clean up and disposal of waste materials from new playground packaging.
4. Questions may be directed to Karen Derry, Project Manager at (530) 493-1475, ext. 5103.
5. Site Visits are available by appointment; contact Donna Goodwin-Sanchez at (530) 493-1490 at least two days prior to desired visit date to schedule.
6. Proposals must be received no later than 5pm on Friday, August 21, 2015 at the Happy Camp KCDC Office located at 529 Jacobs Way, Happy Camp, CA 96039. Proposals may be submitted electronically to kderry@karuk.us Faxes will NOT be accepted.
7. All bids must include a TERO fee of 2%, Tribal Sales Tax, and Tribal wage rates (as attached) and Indian preference will apply.

APPENDIX A
To Request for Lump Sum Fixed-Price Quotation

TRIBAL WAGE RATES

KARUK TRIBAL WAGE RATES	
Updated April 2011	
Position:	Rate:
CARPENTER	17.00
CEMENT MASON	16.00
ELECTRICIAN	18.00
LABORER	12.00
PAINTER	13.00
PLUMBER	18.00
ROOFER	14.00
SHEET METAL WORKER	18.00
BRIDGE BUILDER	17.00
PILE DRIVER	23.00
MILLWRIGHT	18.00
LINE CONSTRUCTION	22.00
COMMUNICATION SYS	18.00
HEAVY EQUIP OPERAT	16.00
IRON WORKERS	17.00
PLASTERER	16.00
BRICK TENDER	16.00
LANDSCAPE/GARDEN	12.00
DRYWALL FINISHER	16.00
GLAZIER	14.00
SOFT FLOOR LAYER	15.00
TRUCK DRIVER	13.00
TILE SETTER	15.00
BRICK LAYER	17.00

APPENDIX A
To Request for Lump Sum Fixed-Price Quotation

LUMP SUM FIXED PRICE QUOTATION

ITEM	PRICE
Removal of old structure	
Site prep	
Assembly and installation of new structure	
TRIBAL SALES TAX (6% OF MATERIALS):	\$
SUBTOTAL:	\$
TERO FEE (2% OF SUBTOTAL):	\$
TOTAL QUOTATION AMOUNT:	\$

Respectfully Submitted by,

Signature: _____

Name/Title: _____

Firm: _____

Address: _____

License Number: _____

Phone Number: _____

APPENDIX B
To Request for Lump Sum Fixed-Price Quotation

**TRIBAL EMPLOYMENT RIGHTS OFFICE
COMPLIANCE PLAN FOR BIDDERS**

Bidder/Employer Name: _____

Mailing Address: _____

City, State and Zip Code: _____

Contact Person: _____ Phone Number: _____

E-mail: _____

Bid Amount: \$ _____ TERO Fee (2%): \$ _____

THIS IS AN AGREEMENT BETWEEN THE KARUK TRIBE'S TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AND _____, HEREINAFTER KNOWN AS "EMPLOYER" CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE ANCESTRAL TERRITORY OF THE KARUK TRIBE.

- Employer shall provide the completed compliance plan with the submission of bid.
- Upon notification of the award, Employer shall contact the TERO Office within ten (10) days prior to any work to be performed.
- Employer shall contact the TERO Office and Contract/Project Manager immediately, in writing, advising of any contract or sub-contractor changes to obtain approval prior to working on the job site.
- Employer understands and agrees to comply with the requirements and procedures in the selection of contractors, sub-contractors, employees and recruitment of viable Indian applicants in accordance with the Karuk Tribe's Employment Rights Ordinance and the Karuk Tribe's Workforce Protection Act (WPA).

By signing below the Employer certifies the position information is true and correct and there have been no omissions in the completion of the labor force projections. Falsification of the information provided will result in sanctions, penalties, fines and/or debarment with the Karuk Tribe.

Employer Signature

Date

List Non-Native Contractor/Sub-contractors to be hired for this Project:

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:

Open Positions: Employer agrees to hire 100% of all its open positions/Sub-contractors for this project through the TERO Skills Bank. If Employer is unable to hire 100% then company representatives will need to meet with the TERO Director. Failure to comply with this hiring requirement will result in sanctions and/or penalties.

Job Title/Sub-contractor Needed:	Skills Required:

Number of positions to be filled for this project: _____
 Contact person/info for job referrals: _____
 Date TERO referrals needed: _____ Job start date: _____

<p><u>For Internal Use Only:</u></p> <p>Contract Number #: _____ Project Manager: _____</p> <p>TERO Office Approval _____ Date: _____</p> <p><u>Comments:</u></p>
