



Request for Proposals Housing Development

The Seneca Nation of Indians is soliciting proposals from qualified Contractors to design and construct eight (8) turnkey modular housing units on a 10-acre property, including but not limited to site design/civil engineering, architecture, structural engineering, site construction and utility hookups, fabrication, and landscape design at that site. Interested applicants are invited to submit a letter of interest, statement of qualifications, rate for services, and proposal for construction. Sealed bids are due to the Seneca Nation on or before Friday, March 1, 2024 and will be publicly opened and awarded by Monday, March 11, 2024. A copy of the RFP is available on the Nation's website at www.sni.org.

The Seneca Nation desires to enter into an agreement with the selected candidate. Applicants should be experienced in providing turnkey solutions including site design, architecture, site construction, structural engineering for residential units, fabrication and landscape design and installation.

Proposals should be submitted to:

**Council Office
Seneca Nation of Indians
90 Ohi:yo Way
Salamanca, New York 14779
Attn: Councilor Josh Jimerson**

Seneca Nation of Indians Request For Proposal Housing Development

A. Notice of Intent

The Seneca Nation of Indians (the “Nation”) seeks to partner with a Contractor to construct eight (8) 2-bedroom modular homes, approximately 850 square feet per home, on a 10-acre property. A common area structure for residents is also required. Interested applicants are invited to submit a letter of interest, statement of qualifications, and construction proposal consistent with the requirements set forth below.

The Nation owns the Forest Avenue Parcel, a 10-acre property located on the Allegany Territory with access to City of Salamanca water, sewer, electric and natural gas. The Parcel is held in restricted fee by the Nation and is outside the regulatory jurisdiction of the State of New York. The Parcel currently has thick foliage with numerous shrubs and trees which will need to be cleared.

The Nation desires to immediately address the shortage of quality, durable, sustainable housing among the Seneca Nation community through this project. The ideal applicant will, upon award of the project:

1. Provide the Nation with a comprehensive site design, unit design, submitted for approval prior to executing any of the subsequent phases.
2. Design and fabricate 8 two-bedroom housing units (approx. 850 sf each).
3. Design and fabricate one common building.
4. Prepare land, elevate roadbed, lay trenching, conduit, sewer, water, and power to feed 8 residential lots plus community and public spaces.
5. Deliver and install 8 turnkey residential units, ready for immediate occupancy.
6. Provide Landscaping according to mutually agreed upon designs.
7. Provide Barrier Fencing around the residential portion of the housing development.

Proposals are being solicited by the Nation, a sovereign and federally recognized Indian nation with lands in western New York. The Nation reserves the right to accept, reject or negotiate any or all proposals or any portion thereof.

Information provided in this request is to be used only for purposes of preparing a proposal detailing the scope and cost of partnering with the Seneca Nation of Indians on the proposed project. It is expected that each candidate submitting a proposal will read this request with care, as failure to meet the conditions or specifications herein may invalidate a proposal.

Requests for additional information clarifying the specifications should be directed via telephone or email or to Seneca Nation of Indians, Attn: Councilor Josh Jimerson,

Council Office, at 716-945-1790, extension 3061 or josh.jimerson@sni.org. This RFP and all modifications, clarifications or interpretations will be available for review and downloading from the Seneca Nation website at www.sni.org.

B. Introduction to the Seneca Nation of Indians

The Seneca Nation of Indians is a federally recognized, self-governing Indian nation in Western New York State with approximately 8,500 enrolled members. The Nation is one of the original Six Nations of the Iroquois Confederacy, which also consists of the Cayuga, Onondaga, Oneida, Mohawk and Tuscarora Nations. The Nation holds title to five distinct Territories in New York State, including land in Niagara Falls and Buffalo and land set aside by the 1794 Treaty of Canandaigua: the Allegany, Cattaraugus and Oil Spring Territories.

The Nation is governed by a sixteen-member Nation Council, which exercises the Legislative authority of the Nation consistent with the Nation's Constitution. The Nation's Executive Power is vested in the President, Treasurer, and Clerk, each of whom are elected for two-year terms. The Nation's Constitution also created a Judicial Branch, exercised by the Court of Appeals, Peacemakers Court and the Surrogate Court.

C. General Information

Upon selection as the most responsive firm to this RFP, the Contractor shall enter into an Agreement with the Nation, which shall contain the standard clauses listed in Appendix A.

The Scope of Services shall conclude no later than **December 31, 2024**. The agreement may be terminated at an earlier date upon thirty (30) written notice by either party. The agreement may be extended upon mutual agreement of the parties.

The Proposal shall include the following features and specifications:

Exterior Features:

- 1/2" OSB Sheathing, Tyvek Housewrap
- Durable Composite Siding
- Spruce Cladding Accent Walls
- Aluminum Clad Window System
- Steel standing seam or ribbed roof
- Outdoor Lighting (LED)
- Featured Patio, deck with decorative railings
- Sliding glass entry to living Room
- Hose bib
- Closed Cell Polyurethane Insulation
- T-Stud thermally broken framing system
- Single width pull-in driveway (two vehicles)
- Space for future garage/carport

Interior Features:

- LED lighting throughout
- Tongue and groove ceiling paneling
- Finished flooring
- Interior Wall Panels, 1/2-inch poplar plywood throughout
- Premium Cabinetry kitchen and bath
- Closet Storage bedrooms
- Utility Closet
- Full Kitchen
- Premium Bath Finishes
- 36x42 Standing Shower
- MEP
- PEX components
- Rinnai On demand water heater or 30 Gallon HW tank heater
- Multiple Zone Unico HVAC system
- GFCI receptacles
- ANSI 119.5 standards

Records, files, data and work product regarding the Nation and this engagement will remain the property of the Nation.

D. Attachments

Attached to this RFP are the following additional documents that the Nation is providing to assist potential applicants in their assessment of potential projects:

- Seneca Nation Business Code
- A Map of the Parcel

E. Procedures for Submission of Proposals

Three physical copies of the proposals and sealed bids shall be submitted to the address indicated below no later than March 1, 2024. The Nation may reject any proposal that is received after the specified date and time.

**Council Office
Seneca Nation of Indians
90 Ohi:yo Way
Salamanca, New York 14779
Attn: Councilor Josh Jimerson**

F. Consideration of Proposal

The Office of the President shall represent and act for the Nation in all matters pertaining to the review and consideration of responses to this request for proposal. The Nation reserves the right to reject any or all proposals. Issuance and award of the RFP are subject to the Nation's procurement process and 2 CFR Part 200.

G. Proposal Format

Please include in your proposal the following:

1. Cover Letter

- The first page of the proposal shall be a cover letter identifying the overall project.
- If the proposal is submitted by a corporation (joint venture, associated firms, etc.), the cover letter shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign the cover letter. One or more of the partners shall sign if the Applicant is a company or partnership. Applicants should include their Unique Entity ID Number from their SAM.gov registration.

2. Qualifications Statement

- Each Applicant shall submit a statement of qualifications that demonstrates the Applicant's ability to perform the work proposed. The statement should include the following:

Project Team Member Description

The qualifications statement shall identify a lead firm, project manager, and members of the team, including addresses, telephone numbers, and e-mail addresses for each. Resumes for key personnel and an explanation of their anticipated roles as members of the project team for the subject project shall be included.

Relevant Experiences

The statement shall also describe the Applicant's capabilities in performing the type of work that will be required by this RFP, including the Applicant's experience, capabilities, and resources to perform the activities. The Applicant shall provide a description of at least three relevant projects demonstrating experience with the services requested. Include the project name, a short description (i.e. location, size, current and prior land uses, environmental services conducted etc.), the Applicant's role in the project, entity for which the project was performed, and a contact name and telephone number.

3. Technical Proposal

- The Applicant must describe how the project will be implemented, including procedures, best management practices, sequencing of how the work will be performed, proposed crew size, equipment to be used and any subcontractors to be used. A project schedule must be provided with the bid submittal, including pre-mobilization activities (permitting) set-up, completion of phases of site work, site restoration and demobilization, and an estimated date of substantial completion.

4. Fee Structure

The applicant should provide a cost proposal including Total Lump Sum Project Cost to be comprised of the following breakdowns:

- a. Cost of Architecture, Landscape Design and Civil Engineering Services
- b. Cost of On-Site Construction Services, including land clearing, surveying, excavation, road construction, storm sewer/drainage engineering, utilities, walkways, lighting, public pathways, driveways, and foundations
- c. Cost of Off-Site Construction Services
- d. Cost of the Common Area/Building Structure
- e. Construction administration Fees
- f. Recommended Owner Contingency allowance

H. Additional Terms

The following additional terms shall apply to this RFP:

1. Irrevocability of Proposals: The Applicant may amend or withdraw its proposal prior to the closing date and time. An Applicant who has withdrawn a proposal may submit a new proposal prior to the closing provided that such proposal is done in accordance with the terms and conditions of this RFP.
2. Applicant's Expenses: Applicants are solely responsible for their own expenses in preparing, and submitting, a proposal and for subsequent negotiations with the Nation, if any. The Nation will not be liable to any Applicant for any claims, whether for costs or damages incurred by the Applicant in preparing, and submitting, the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
3. Currency: Prices and estimates must be in U.S. dollars.
4. Acceptance of Proposals: This RFP should not be construed as an agreement to partner with the Nation. The Nation is not bound to enter into an Agreement with the selected Applicant. Proposals will be accessed in light of the evaluation criteria. The Nation will be under no obligation to receive further information, whether written or oral, from any Applicant.
5. Form of Contract: By submission of a proposal, the Respondent agrees that, should it be identified as the preferred Contractor, it is willing to enter into an agreement with the Nation, including the standard clauses in Appendix A.

6. Ownership of Proposals: All documents, including proposals submitted by Applicants in response to this RFP, become the property of the Nation. They will be received and held in confidence to the extent allowable by law.
7. Confidentiality of Information: Information pertaining to the Nation obtained by the Applicant as a result of participation in this Project is confidential and must not be disclosed without written authorization from the Nation.
8. Material Ownership: All materials submitted, included but not limited to proposals in response to this RFP and any and all information, documentation, and presentations provided by the Applicant to the Nation on an ongoing basis, shall become the sole property of the Nation.
9. TERO: TERO compliance and fees will apply to any anticipated project.
10. Wage Rates: Davis-Bacon wage rates shall apply for all construction contracts exceeding \$2,000 in value executed by the Seneca Nation and funded by federal agencies.

I. Causes for Rejection

Submittals pursuant to this RFP may be rejected for any or all of the following reasons:

- Applicant is not authorized to do business at the Seneca Nation of Indians or in the State of New York;
- Submission is not responsive to the requirements set forth in this RFP document;
- Submission contains false or misleading statements; or
- Any other parameter that the Nation deems appropriate cause for rejection.

J. Acceptance of Proposal

The Nation anticipates that it will enter into a fully executed agreement with the selected party in March 2024.

APPENDIX A

1. **EMPLOYMENT RIGHTS.** Contractor shall be obligated to comply with the provisions of the Seneca Nation Tribal Employment Rights Ordinance (TERO), a copy of which has been furnished to the Contractor. Contractor shall have a TERO Compliance Plan completed and approved by the TERO Director before commencing any work under the contract and shall be required to pay any applicable TERO fees. Any portion of work that involves specialty work shall be limited to the extent required for Project completion and, upon written approval by the Nation, shall be exempt from any relevant TERO provisions.
2. **PERMITS.** The Contractor shall obtain and maintain all licenses or permits, including any applicable Nation Business Licenses, and meet all requirements of local, state or federal law necessary for the successful completion of this Project.
3. **SUBCONTRACTING.** Contractor shall not enter into any subcontracts for any of the work performed under this contract, or assign any right, interest or obligation under this contract without obtaining prior written approval of the Nation. If such approval for subcontracting is granted, the Contractor shall be solely liable to all subcontractors for the prompt payment of all just debts, demands and obligations incurred in the performance of this contract and shall be responsible for providing the Nation with a waiver of lien from any subcontractor before receiving payment from the Nation for work performed. Under no circumstances may the contractor or a subcontractor establish a lien against the Nation, Nation lands or improvements on Nation lands.
4. **COMPLIANCE WITH STANDARDS AND LAWS.** Contractor agrees to perform and complete the work with the degree of skill and care observed by those performing the same or similar work and by following and applying at all times all professional, technical and industry guidelines and standards applicable to the performance of such work. All work will be performed by Contractor in compliance with all applicable specifications established by the Nation and Contractor ("Specifications") and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes, standards, license and permit requirements, and with all requirements for the Project and all requirements under any programs or grants under which any portion of the Project is being funded. Contractor shall not deliver any work or other materials to the Nation, except in strict conformance with a plan approved in advance by the Nation, including a plan to secure and protect such work and other materials. Contractor shall bear the risk-of-loss for all work and other materials until all work and other materials are accepted by the Nation.
5. **WARRANTY – ONE YEAR MINIMUM.** The Contractor warrants that work performed under this contract conforms to the contract requirements and is free from any defect in equipment, materials or design furnished or workmanship performed by the Contractor or any subcontractor or supplier at any tier. The warranty term shall be the greater of industry standard for the work performed, the warranty period identified in the Contractor's Proposal,

and one year. The warranty term shall commence on the date of final acceptance of the work. The Contractor shall remedy at his expense any failure to conform to the contract requirements.

6. **MAINTENANCE OF WORK AREA.** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before final inspection and acceptance, the Contractor shall remove from the worksite and premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the Nation. The Contractor shall leave the work area in a clean, neat and orderly condition.
7. **ACCESS.** The Nation and the Nation's Agent shall at all times have access to the work.
8. **BONDING REQUIREMENTS.** Contractor must certify, where applicable, that it meets the bonding requirements of 2 CFR Part 200.326.
9. **LIQUIDATED DAMAGES.** In the event the work is delayed due to the neglect of the Contractor, the Contractor agrees to pay the Nation the sum of Two Hundred Fifty US dollars (\$250.00) per day as liquidated damages until such time as the work is completed.
10. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the Seneca Nation.
11. **SOVEREIGN IMMUNITY.** Notwithstanding anything to the contrary, nothing in this Agreement waives or may be deemed to waive the Nation's sovereign immunity from suit.
12. **CONFIDENTIALITY.** Contractor agrees that all reports, calculations, plans, specifications, records, lists of names, journals, ledgers, reports, and other recorded information developed in connection with the Work provided by Contractor hereunder ("Nation Materials"), shall always be and remain the property of the Nation and shall constitute Confidential Information of the Nation. Contractor agrees to keep all Nation Materials confidential and not to reproduce, disclose or disseminate the Nation Materials or the information contained therein to third parties without the prior written consent of the Nation. Upon termination of this contract for any reason (or upon the request of the Nation), Contractor shall immediately return all Nation Materials, and any copies thereof, to the Nation.