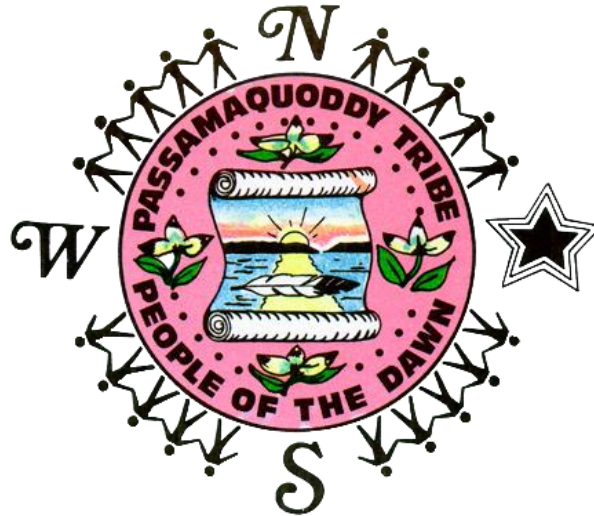


Passamaquoddy Tribe of Pleasant Point
Department of Finance



RFP #006 YEAR 2025

The Pleasant Point Public Works Department is soliciting proposals for the design, materials and constructions for its Sipayik Trial Project, Spring Water Rd, Nation Grounds Rd. and Apartment Back Road.

RFP Questions and Submissions	<p><u>Please reference the RFP Number in the subject line.</u></p> <p><i>All communication regarding the RFP <u>must</u> be made through the procurement email procurement@wabanaki.com</i></p>
Submitted Questions Due	<p><i>All questions <u>must</u> be received by the RFP Coordinator identified above by: Date: July 11th, 2025, no later than 11:59 p.m., local time</i></p>
Proposal Submission Deadline	<p><i>Proposals <u>must</u> be received by the Division of Procurement Services by:</i></p> <p><u>Submission Deadline:</u> July, 31st, 2025, no later than 11:59 p.m., local time.</p>

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1. About our Community

The Passamaquoddy Tribe at Pleasant Point is one of two federally recognized Passamaquoddy Tribes in Maine, United Tribes, the other being the Passamaquoddy Tribe at Indian Township. Pleasant Point is located on a peninsula along the eastern coast of Maine, near the town of Perry.

The Tribe at Pleasant Point, like its counterpart at Indian Township, is part of the larger Wabanaki Nation. In 1890, the Passamaquoddy became the first indigenous people to be recorded in the world. The Pleasant Point Reservation encompasses approximately 200 acres of land, which is held in trust by the federal government for the Tribe.

The Tribe's government operates under a constitution and elected tribal council, which oversees various tribal departments and programs, including education, health services, social services, housing, and natural resource management.

Economically, the Tribe engages in a variety of industries, including fishing, forestry, and tourism. Fishing, particularly the lobster and scallop industries, is a significant source of revenue and employment for tribal members. The Tribe also operates cultural and educational programs to preserve and promote Passamaquoddy traditions, language, and arts.

The Passamaquoddy Tribe at Pleasant Point faces many of the same challenges as other Indigenous communities in the United Tribes, including economic disparities, health disparities, and cultural preservation. Despite these challenges, the Tribe continues to work toward self-sufficiency, cultural revitalization, and community empowerment.

2. General Provisions

Businesses must carry at a minimum of \$1,000,000.00 in general liability insurance as verified by a Certificate of Insurance with the Passamaquoddy Tribe Pleasant Point listed as the covered party.

Evidence of the business being a legal entity through either insurance listed as a business and/or letter from the Maine Workers' Compensation Board stating the entity is an approved self-employed business.

From the time the RFP is issued until award notification is made, all contact with the Tribe regarding the RFP must be made through the RFP Coordinator. No other person/ Tribe employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the Tribe's discretion.

Issuance of the RFP does not commit the Tribe to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.

All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Tribe. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements" section of the RFP.

Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, we will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal information of previous contract history with the Bidder (if any).

The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.

The RFP and the awarded Bidder's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Tribe.

The Tribe, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.

All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

PTG in awarding the bid will give preference to a Native American owned business. The Native American business must provide evidence that the ownership of the enterprise is owned 51 percent by a tribal member to be considered a Tribal owned entity.

(1) The Indian Self-Determination and Education Assistance Act [25 U.S.C. 450b] defines "Indian" to mean a person who is a member of an Indian Tribe and defines "Indian Tribe" to mean any Indian Tribe, band, nation, or other organized group or community including any Alaska native village or regional or village corporation as defined or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United Tribes to Indians because of their status as Indians.

(2) In section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452) *economic enterprise* is defined as any Indian - owned commercial, industrial, or business activity established or organized for the purpose of profit, except that Indian ownership must constitute not less than 51 percent of the enterprise. This act defines *Indian organization* to mean the governing body of any Indian Tribe or entity established or recognized by such governing body.

The Bidders will be required to submit the necessary paperwork to show that the business is 51 percent owned by a Tribal member to be considered a Native Owned Business.

(3) Contractor must use Davis Bacon Wages and fill out form WH-347 before payments are made.

PTG reserves the right to reject any or all Proposals with or without cause, to waive any and all irregularities with regard to the specifications and to make awards in the best interest of PTG.

Please be advised that solicitations issued are subject to the Code of Ethics and Procurement Policies of Pleasant Point Passamaquoddy Reservation Tribal Government.

3. Scope of Work

All projects are located on the Lands of the Passamaquoddy Tribe at Sipayik within zip code 04667. Funding for these projects are from BIA Road Maintenance contracts

Projects:

Sipayik Trail: The trail is roughly 2.1 mi of paved and graded railroad. Our requirement is at a minimum the addition of lighting for safety, exercise equipment and reinforce and repave 2" asphalt blacktop, and releveling/reinforcing handrails.

Nation Ground Rd: A .1mi stretch of cut ground. Design, reinforce and pave 2" asphalt blacktop and 3ft paved shoulder.

Spring Water Road: A .3mi stretch of uncut, ungraded land. It was a previous dirt road. Drainage and culverts likely needed. Design reinforce and pave 2" asphalt blacktop and 3ft paved shoulder.

Apartment Access Road (Rear): Approximately .2mi of mostly cut dirt road. Design reinforce and pave one-lane with 2" asphalt blacktop and 3ft paved shoulder.

- A. **Engineering Services Required:** Comprehensive engineering services, including:
 - Conceptual Design
 - Construction Documents
 - Bidding Assistance
- B. **Project Phases:** Outline the phases of the project and what is expected at each phase.
- C. **Budget:**
 - Design
 - Materials Cost Estimate
 - Labor Cost Estimate
- D. **Timeline:** To be completed within 2025 and 2026

4. Proposal Requirements

- **Company Information:** History, size, and experience of the firm.
- **Team Composition:** Key team members, their roles, and relevant experience.
- **Relevant Projects:** Examples of similar projects completed by the firm.
- **Project Schedule:** Proposed timeline for the project.
- **Fee Proposal:** Detailed fee structure, including any additional costs.
- **References:** Contact information for past clients.

5. Evaluation Criteria

- Experience and Qualifications: **Experience with similar projects and qualifications of key team members (30%).**
- Cost: **Reasonableness and transparency of the fee proposal (50%).**
- References: **Feedback from previous clients (20%).**

6. Contract Terms

The Tribe is seeking a cost-efficient proposal to provide services, as defined in this RFP. The actual contract term (start, end dates) will be established by a completed and approved contract. The Tribe is seeking the Respondent's position and point of view on their recommended approach and timeline that will be most beneficial to the Tribe and lead to a successful and cost-effective implementation.

The Tribe anticipates making one (1) award as a result of the RFP process.

7. Safety Requirements

The contractor must comply with all Federal, Tribe and local safety laws and regulations applicable to work performed under this contract.

8. Changes in Contract

All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Board and or Executive Director.

9. Payment Terms

Invoices will be made out the Passamaquoddy Tribe and paid net 30 from the time the Tribe receives the invoice.

10. Conflict of Interest

The Contractor covenants, that:

1. Presently, there is no financial interest and shall not acquire any interest in the Tribal Government.
2. In the performance of this contract, no person having any such interest shall be employed by the contractor
3. No partner or employee of the firm is closely related to any Board member or employee of the Tribal Government. PTG defines an "Identity of Interest" as any relationship where the Contractor and PTG are related, and/or affiliated through a business relationship. This could, for example, be contractor works for PTG or closely related to someone who works for PTG and/or Board of Commissioner. Closely related defined as follows; Father, mother, father-in-law, mother-in-law, Grand parent, brother sister, brother-in-law, sister-in-law, Aunt, Uncle, step father, step mother, step sister, step brother and any significant other of any of the mentioned closely related family member.

Any identity of interest must be notified to the Tribal Government with submittal of bid. This does not preclude you from bidding but all identity of interest must not be involved with the bid process. Any identity of interest must also be submitted along with the bid.

11. Termination

The Passamaquoddy Tribal Government may terminate this contract for cause if it determines that any of the following circumstances have occurred:

1. Work has been abandoned
2. Contractor has sublet or assigned the work without written consent
3. The Contractor no longer has the necessary insurance required
4. The Contractor has substantially violated any provisions of the Contract.

