

- INVITATION TO BID -
TRIBAL OFFICE COMPLEX
 CHUKCHANSI OFFICE COMPLEX
 711 LUCKY LANE, COARSEGOLD, CA



ATTENTION BIDDERS:

Eames Construction, Inc. has been selected as the Design Build Contractor for this project and is seeking qualified subcontractors:

• Masons	• Steel fabricators and erectors
• Cold-formed metal framers	• Rough and finish carpenters
• Cabinet fabricators and installers	• Insulators
• Roofers	• Sheet metal contractors
• Waterproofing contractors	• Door & window suppliers & installers
• Drywallers	• Tile contractors
• Stucco contractors	• Flooring contractors
• Painters	• Appliance suppliers and installers
• Countertop contractors	• Elevator contractors
• Fire suppression contractors	• Plumbers
• Mechanical contractors	• Electricians

- The project consists of the new construction of five new buildings: four office buildings and a large gathering hall totaling 73,202 Sq Ft, surrounding concrete, flatwork, grading and utilities.
- *Multiple factors will lead to the selection of a successful firm.* These include: Tribal Preference compliance, Qualifications, Relevant Similar projects, and Cost competitiveness.

BID DATE / TIME: March 25, 2026 at 2 pm.

BID INSTRUCTIONS:

1. Bid amounts are to be separated according to the following bid schedule:

Bid Item	Price
Tribal Office Complex - Scope	

BID QUESTIONS:

Questions can be directed to Eames Construction, Attn: **Andrew Wehba**

PHONE: (760) 815-2715 ANDREW; (760) 960-7911 PHILIP; (415) 450-1762 ANDY R; ELIZONDO; (559) 770-4535

FAX: (707) 773-5425

EMAIL: andrew@eames.us.com ; philip@eames.us.com; andy@eames.us.com; elizondom@eames.us.com

PROJECT PLANS & SPECIFICATIONS:

- Plans can be reviewed and downloaded online:
 - **Building B Project Drawings:** <https://app.box.com/s/yfvw63b88ykt342k0dg4lo4lb8reuups>
 - **Preliminary Project Drawings for All Buildings:**
<https://app.box.com/folder/369017390355?s=l7kmj09wllbxz511szge5go9p0wsr3lp>

PLEASE RESPOND by emailing this form to jjw@eames.us.com or by faxing to 707-773-5425

BIDDING: <input type="checkbox"/> Yes <input type="checkbox"/> No	Company:	Trade:
	Contact name:	Email address:
	Phone:	Fax:



Request for Proposal
Chukchansi Tribal Office Complex
March 11, 2026

Project Information

Eames Construction, Inc., the design build contractor is soliciting bids from qualified **Flooring Contractors** for the above referenced project.

Project Owner

The project owner is the Picayune Rancheria of the Chukchansi Indians (PRCI). As such, qualifying Indian owned firms will receive preference per the evaluation criteria included in this RFP.

Project Scope

The scope of work for this project is for the construction of a new Tribal Office Complex. Work includes five new office buildings. The selected firm must provide all required materials, labor, supplies, tools, and equipment to complete the scope of work.

Project Schedule

March 11, 2026 – RFP issued

March 18, 2026 – Any pre bid Request for Information (RFI) is due before 5:00pm PST on this date. Submit RFI's to: andy@eames.us.com and cc: philipw@eames.us.com and andrew@eames.us.com

March 25, 2026 – Proposals are due on or before 2:00pm PST. Submit proposals 1) via email to: andy@eames.us.com, philipw@eames.us.com, and andrew@eames.us.com 2) via fax at: 707-773-5425. Proposal received after 2:00pm PST on this date will be rejected.

Required Proposal Information

All proposals must be signed by the bidder, and must include the following:

1. A summary of the bidders qualifications.
2. Three completed past projects similar in scope and magnitude to the proposed project.
3. Three company references with email and phone numbers.
4. A list and description of any proposed subcontractors to be used by the bidder.
5. A list and description of any bankruptcies or legal disputes against the bidder or any planned subcontractors.
6. A cost proposal with a detailed cost breakdown including but not limited to material, labor, equipment, subcontractor, and any misc. costs required to complete the scope of work.
7. A detailed list of all exclusions.
8. A Certificate of Insurance (COI) that meets or exceeds the minimum requirements included in this RFP.
9. A copy of the bidders current contractor's license.

Tribal and Native American Preference

The Owner reserves the right to exercise Tribal Preference and Native American Preference in the selection of all subcontractors per the following breakdown:

1. Bidders are scored per the attached evaluation criteria. A 20-point preference is given to bidders who are enrolled Tribal Members of the Picayune Rancheria of the Chukchansi Indians *and* who are sole or majority owners of the bidding firm.
2. Additional points may be added to bidders who are enrolled members of any federally recognized Indian Tribe *and* who are sole or majority owners of the bidding firm.

Bidders claiming to qualify for Tribal or Native American Preference must provide:

1. Evidence that the majority ownership of the bidding firm consists of one or more persons who are enrolled members of PRCI or another federally recognized Indian Tribe.
2. Evidence that the persons claiming Tribal or Native American Preference are actively involved in the management and operation of the bidding firm.

Proposal Evaluation Criteria

The following point system will be used to evaluate all proposals:

Evaluation Criteria	Points
Relevant experience with projects similar in scope and magnitude	20
Demonstrated experience of proposed project team	20
Proposed cost of Scope of Work	20
Proposed schedule	20
Indian Preference	20
Total Points Possible:	100

Proposal Selection

Eames Construction, Inc. will evaluate all proposals received and may contact prospective firms to discuss their proposals. Evaluations may include formal interviews.

Reservation of Rights

Eames Construction, Inc. reserves the right to award or reject any proposal for any reason, to request additional information, to request a modification, to waive any minor informalities, to solicit further proposal, or to withdraw or cancel this RFP or to cancel the Project, at any time for any reason, at the sole discretion of Eames Construction, Inc.

Insurance Requirements

1. Casualty Insurance. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with companies acceptable to Contractor, as follows:

2. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance shall be provided as required by any applicable law or regulation. A waiver of subrogation endorsement in favor of the Contractor is required. Employer's Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

i) If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3. General Liability Insurance. Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

i) premises and operations

ii) products and completed operations

iii) contractual liability insuring the obligations assumed by Subcontractor in this Agreement

iv) broad form property damage (including completed operations)

v) explosion, collapse and underground hazards

vi) personal injury liability

vii) The limits of liability shall be not less than the amounts required of Subcontractor under the Contract Documents, but in no event less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$1,000,000 for personal injury liability

\$1,000,000 aggregate for products-completed operations

\$2,000,000 general aggregate

viii) If the policy does not have an endorsement providing that the general aggregate limit applies separately to this project, or if defense costs are included in the general aggregate limit, then the required aggregate limits shall be \$2,000,000.

ix) Eames Construction, Inc., its officers, directors and employees, and Owner shall be named as additional insured under the Comprehensive General Liability or Commercial General Liability policy for any liability arising out of the performance of the work. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance and that any other insurance maintained by Contractor or Owner will be excess only and shall not be called upon to contribute with

this insurance. Coverage for the Contractor, its officers, directors and employees and the Owner as additional insured shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 11/85 or its equivalent (to be reviewed and approved by Contractor) as published by the Insurance Services Office (ISO).

x) Claims Made Policy Form Provisions. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express prior written consent of Contractor.

4. Automobile Liability Insurance. Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

5. Certificates of insurance, as evidence of the insurance required by this Agreement and including the required "additional insured" and "primary insurance" endorsements shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor. All certificates shall be issued by an insurance company with an A.M. Best Company rating of B+X or better.

6. Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under this Attachment. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.

7. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by it in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

California Sales Tax Exemption

1. The Picayune Rancheria of the Chukchansi Indians (“Tribe”) is a federally recognized Indian Tribe. As such it is not subject to the imposition of California State sales and use taxes on the sale to and the purchase by the Tribe of goods, materials and personal property sold to the Tribe on the Picayune Rancheria (“Reservation”). *McClanahan v. Arizona State Tax Comm’n*, 411 U.S. 164 (1973).
2. All subcontractors are required to fill out the provided “Sales Tax Addendum” and the California Department of Tax and Fee Administration form CDTFA-146-CC REV.3 (4-20) and keep detailed records of material purchases for the project as required to qualify for the sales tax exemption.



CDTFA-146-CC (FRONT) REV. 3 (4-20)

**CONSTRUCTION CONTRACT EXEMPTION CERTIFICATE
AND STATEMENT OF DELIVERY IN INDIAN COUNTRY**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION

NOTE TO SELLER AND PURCHASER

Sales tax generally does not apply to the sale of fixtures to non-Native American contractors who furnish and install the fixtures in Indian country.

Generally, construction contractors are consumers of materials that are furnished and installed in the performance of a construction contract. As a consumer, tax generally applies to sales of materials to contractors who are not Native Americans. This is true even when the materials are delivered in Indian country and permanently attached to real estate in Indian country.

Under certain specific circumstances, a construction contractor performing a construction contract may qualify as a retailer of materials by meeting each of the following requirements:

- The contractor must be in the business of selling materials or other tangible personal property;
- The contractor must possess a valid seller's permit;
- The construction contract must explicitly provide for the transfer of title to the materials prior to the time the materials are installed, and must separately state the sales price of the materials, exclusive of the charges for installation; and
- The construction contractor must provide a valid and timely resale certificate to its vendor.

When the construction contractor qualifies as a retailer of materials, the retail sale of the materials by the contractor may qualify as exempt from tax as a sale to a Native American purchaser in Indian country provided each of the following requirements are met:

- The construction contract must separately state the price of materials, exclusive of the charge for installation;
- The contract must specifically provide that ownership of the materials (title) will transfer to the Native American customer in Indian country prior to use or installation of the materials;
- The materials must, in fact, be delivered to the Native American purchaser in Indian country; and
- The construction contractor must obtain an exemption certificate from the Native American purchaser.

This may be used to document that the sale was to a Native American purchaser residing in Indian country and/or to document that delivery occurred in Indian country. The section labeled *Exemption Certificate* may be used to document that the property was sold to a Native American purchaser residing in Indian country. Completion of this section in full by a Native American purchaser will provide the construction contractor with sufficient documentation that the property was sold to a Native American residing in Indian country. The construction contractor must also have a construction contract separately stating the sales price of the materials in addition to documentation showing transfer of ownership and delivery of the property to the Native American purchaser in Indian country. If the property is delivered by facilities of the retailer, proper completion of the *Statement of Delivery* and *Notary Statement* may serve as documentation that transfer of ownership and delivery of the property to a Native American purchaser occurred in Indian country. If the property is delivered via common carrier or contract carrier, completion of the *Statement of Delivery* and *Notary Statement* is not required. Instead, the retailer should retain a bill of lading or other documents showing delivery in Indian country along with a contract of sale or other sales agreement specifically showing title passing to the Native American purchaser in Indian country.

EXEMPTION CERTIFICATE

(to be completed by purchaser)

When accepted in good faith, this exemption certificate may be used for the purchase of fixtures and materials (but, as to materials, only if the construction contractor meets the requirements outlined above allowing the construction contractor to act as a retailer of materials) that will be furnished and installed in the performance of a construction contract. Please provide a complete description of the property purchased. If you intend to use this exemption certificate as a blanket exemption certificate to cover multiple transactions, please indicate this by including "all tangible personal property" in the *Description of Property Purchased* field below. Please note that the use of a blanket exemption certificate for multiple transactions will require proof of delivery of the property in Indian country for each transaction.

I hereby certify that the property described below is being purchased for use in Indian country and I am:

- A Native American residing in Indian country; or A Native American organization in Indian country.

DESCRIPTION OF PROPERTY PURCHASED

NAME OF PURCHASER <i>(please print)</i>	DRIVER LICENSE NUMBER OR OTHER STATE ID	DAYTIME TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
PURCHASER'S SIGNATURE		DATE	

Eames Construction, Inc.
317 1st Street, Suite 107, Petaluma, CA 94952
Phone: 707-781-0765 Fax: 707-773-5425
CSL 845521

CDTFA-146-CC (BACK) REV. 3 (4-20)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATEMENT OF DELIVERY

(to be completed by seller)

NOTICE TO SELLER

If you are delivering the materials or fixtures to the Native American purchaser in Indian country by your own facilities, you may use this *Statement of Delivery* to document delivery in Indian country. It is recommended that you also complete the *Notary Statement* below to document delivery of the property to the Native American customer in Indian country. The *Notary Statement* may be completed by a California notary public or by a duly authorized tribal official or his or her designee. If you are delivering the property to the Native American purchaser in Indian country by utilizing a common carrier or a contract carrier, you do not need to complete the *Statement of Delivery* or the *Notary Statement*. Instead, you should retain your bill of lading or other shipping documents as proof of delivery in Indian country along with your construction contract indicating ownership transferred in Indian country prior to installation.

I hereby certify, under penalty of perjury under the laws of the State of California, that the below described materials, fixtures, or other tangible personal property was delivered to the purchaser in Indian country on the date and at the place stated below.

DESCRIPTION OF PROPERTY		INVOICE OR CONTRACT NUMBER	
NAME OF RESERVATION	ADDRESS (street, city, ZIP Code)	DATE OF DELIVERY	
NAME OF SELLER	SELLER'S PERMIT NUMBER	DAYTIME TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE

I have delivered the above-described tangible personal property to the purchaser named above.

NAME (please print)

SIGNATURE	DATE
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NOTARY STATEMENT

(to be completed by California notary public or authorized tribal representative)

State of California

County of _____

On _____ before me, _____
NOTARY

personally appeared _____,
SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Place Notary Public Seal and/or Stamp Above)

Fraudulent use of this statement to avoid the payment of California sales and use tax can result in severe penalties.

STATE SALES TAX ADDENDUM

The Picayune Rancheria of Chukchansi Indians (“Tribe”) is a federally recognized Indian Tribe. As such it is not subject to the imposition of California State sales and uses taxes on the sale to and the purchase by the Tribe of goods, materials and personal property sold to the Tribe on the Picayune Rancheria (“Reservation”). *McClanahan v. Arizona State Tax Comm’n*, 411 U.S. 164 (1973).

The State of California, State Board of Equalization has enacted Regulation 1616 to implement the *McClanahan* decision. Under Regulation 1616, the State sales tax exemption, it depend upon this Agreement and all subcontracts with any subcontractors containing a provision that requires the Contractor or any subcontractor to state in this Agreement or any subcontract the total sales price of materials to be used in the Work, exclusive of the charge for installation.

The exemption from state sales tax on materials and fixtures also depends on the use by the Contractor and all subcontractors of a state resale number at the time materials are purchased by the Contractor and all subcontractors. The Contractor must assure that all subcontractors use resale numbers in acquiring materials for use in the Work and that all contracts entered between the Contractor and any subcontractor contains a provision requiring the subcontractor to state in the subcontract the total sales price of materials to be used in the Work, exclusive of the charge for installation.

The Tribe will not assume any responsibility for state sales tax liability of Contractor or subcontractor who fails to state in their contract the total sales price of materials and/or obtain and use a state resale number in connection with purchasing all materials and fixtures intended for resale to the Tribe for use in the Work.

In addition, under this Agreement, all purchases of materials for the Work shall be delivered to the Tribe on the Reservation with title to the material to pass to the Tribe upon delivery. Notwithstanding the fact that title to the material shall pass to the Tribe upon delivery to the Reservation, Contractor shall bear the risk of damage, loss or theft of the materials until completion of the Work. The Contractor shall require that all contracts with subcontractors contain the provisions of this paragraph.

The total sales price of materials to be used in the Work, exclusive of the charge for installation is \$_____.