

**Response to RFI's #1 thru #6**

RFI #	Question Submitted	Answer
1	<p>Is there any way the tribe would waive the bid bond and performance bond requirement? This is a relatively small job \$350K, and I know our bonding company will not bond any tribal jobs where disputes go to tribal court. What can be done here?</p>	<p>Explanation: On page L-15, there is a section entitled, "Limited Consent to Suit to Enforce Arbitration Agreement or Arbitration Award." This section asserts that the Owner does not waive sovereign immunity from suit in the first sentence. Immediately below, in the second sentence, there is a limited waiver to suit to be commenced in the United States District Court (Federal Court). If this court declines jurisdiction or parties agree there is no jurisdiction, the Owner consents to suit in Washington State Superior Court for Pierce County. If the Superior Court declines jurisdiction, or parties agree that there is no jurisdiction, jurisdiction may be commenced in Tribal Court. There is then an assertion that sovereign immunity is waived in a limited capacity, for breach of obligations or duties assured under the Agreement, and/or to damages caused by the Owner to the Contractor related to the Agreement. On the previous page, the Owner consents to Arbitration. Arbitration is conducted in compliance with Construction Industry Arbitration Rules of the American Arbitration Association.</p> <p>The Tribe has recently recieved bonded bids using this same contract language on a project ten times this size. The Tribe does not plan to waive the Bid Bond or Performance Bond requirement. We urge you to request that your bonding company re-examine the language above.</p>
2	<p>I have a question about the Puyallup Tribe Grandview Early Learning Center project that is up for bid on the 24th of September. Will the Contractor be required to provide their own construction surveying for the project, or will construction surveying be provided by the owner?</p>	<p>The contractor is required to provide all surveying during construction. The owner will not be providing construction staking.</p>

3	We are working on putting together a bid for the above project and were wondering what the process for substitution requests are? I was unable to find anything in the documents.	Any contractor initiated substitutions to specified items must meet the pertinent project specifications. Substitutions at this juncture are at the contractor's risk, as material submittals will not be reviewed by the engineer during the bidding process. Contractor should plan on using the specified materials unless they can provide the Tribe with a cost savings or improvement in quality.
4	Plans and specs do not clarify performance coatings or if there is polished concrete. Please advise.	As noted in Section 2.4 of that specification:  A. Ferrous Metal  1. Locations: All exposed ferrous metal, including but not limited to (except where indicated on drawings specifically to remain galvanized without a finish):  a. Exposed structural steel, columns, rigid frames, roof beams, flange braces, and other primary framing members of the pre-engineered structure.  b. Other miscellaneous exposed steel.
5	The plan view & Bid Form for the ZURN Trench drain conflict with detail 2 on sheet D4. The length on the bid form and from scaling the plans is 82 linear feet, but the profile view only shows 11 sections of trench drain or 73.3 feet.	The bid should reflect the quantity on the Bid Form, which includes 12 sections of trench drain (the missing section in profile view to be 8606N) and one foot of concrete collar at each end of the drain.
6	We are a 100% Indian owned firm and may be taking a run at this bid, is there an Indian preference when it comes to the GC? Is there a Puyallup Indian owned firm preference?	See page 8 of the ARRA Supplemental Provisions for a discussion of Indian Preference. Attachment 3 contains a list of contractors registered with the Tribe's Tribal Employment Rights Office.