



## **Little Creek Casino Resort**

91 West State Route 108

Shelton, WA 98584

800-667-7711

REQUEST FOR PROPOSALS

For

**Tower II Renovation –  
Artwork for Guest Rooms and Atrium**

The Squaxin Island Tribe's Little Creek Casino Resort (LCCR) invites qualified bidders to submit proposals for contract services to:

Little Creek Casino Resort

Joshua Crook, Compliance & Risk Manager

[Joshua.Crook@LittleCreek.com](mailto:Joshua.Crook@LittleCreek.com)

Renay VanDelden, Procurement & Supply Chain Manager

[Renay.VanDelden@LittleCreek.com](mailto:Renay.VanDelden@LittleCreek.com)

**Issue/Posting Date:** September 18, 2023

**Proposals Due:** October 13, 2023 by 5:00 pm PST

**Notice of Intent to Participate:** Qualified contractors/consultants must RSVP/email their intent to participate in the bidding process no later than two (2) weeks after RFP's Issue/Posting Date listed above. Only those that RSVP intent to bid/participate will be granted access to necessary supporting documentation.

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## **1. Background and Scope of Work**

Access to additional supporting SOW documentation will be granted to participants via OneDrive file share. Documentation will list locations and sizes for the artwork for the guest rooms and the Atrium. As a guide for coordination, renderings of the guestrooms have also been included.

### **a. Introduction**

The Little Creek Casino Resort (Casino) is a wholly owned enterprise of the Squaxin Island Tribe, a federally recognized Indian tribe. The Squaxin Island Tribe is a diversified community of self-governing, resilient people united by shared values and traditions. Revenues from Casino operations support government services for the Tribe and the surrounding community.

The Casino is in the process of renovating all ninety-eight (98) Tower II Guestrooms. This renovation is to update existing finishes that include the Guestrooms and lobby areas on the second to the fifth floors.

To assist in The Tower II Renovation project, the Casino desires to engage the services of a Squaxin Island Tribal Artist to provide authentic tribal site-specific artwork to be showcased in each guestroom.

### **b. Request for Proposal for Squaxin Island Tribal Artwork**

The Little Creek Casino Resort is soliciting a request for proposals (RFP) for a Squaxin Island Tribal Artist to provide authentic tribal designs to be displayed in the remodeled gaming area. The site-specific artwork should:

- i. Demonstrate artistic excellence.
- ii. Enhance the gaming area with distinctive, aesthetic experience both highly visible and welcoming to guests entering the main casino entrance.
- iii. Highlight the importance of the property and provide recognizable identity for the Squaxin Island Culture.
- iv. Be original art appropriate for the designated areas.
- v. Create a signature presence for the gaming area. This should be a representation of the Squaxin Island culture and history.
- vi. Provide excitement and interest for the community as a whole.
- vii. Celebrate Squaxin Island Tribe's identity and rich heritage.

## 2. Bid Requirements

This RFP is open to established Squaxin Island Tribal artists. Only professional artists with reviewable portfolios are eligible to apply, e.g., prior participation in one or more juried art competitions/shows, artistic exhibitions, public installations, gallery representation, etc.

Artists interested in this project must prepare and submit the following:

- a. Proposed Artwork Concept for Little Creek Casino Resort.
  - o This proposal shall include conceptual design drawings or sketches, sufficient to communicate the artist concept. It should include a timeline, budget and describe the specifications for the artwork.
- b. Artist's Statement.
  - o No more than 200 words in length, describing your work and how your work addresses understanding of Squaxin Island tribal culture and history.
- c. Current Resume.
  - o If submitting as a team, an individual resume should be submitted for each team member describing the individual or collective artistic accomplishments.
- d. Work Samples of prior artwork displayed in public spaces.
- e. Optional: Each artist may include up to three selections of support materials such as reviews, news articles, web links, and other related information.

## 3. Instructions to Prospective Contractors – Submittal Instructions

Renay VanDelden, Procurement & Supply Chain Manager and Joshua Crook, Compliance & Risk Manager will receive submittals on behalf of the Little Creek Casino Resort. Please note that digital submissions are preferred. Bound hard copies are also acceptable but must be submitted in a sealed envelope clearly marked in the lower left-hand corner with the name of the RFP.

A complete submittal should contain:

- a. Completed *Bid Proposal Form*
- b. Completed *Contractor/Consultant Qualifications Form* and supplemental information (fields specific to construction projects may be omitted for this RFP)
- c. Proof of Indian Ownership (if applicable)

#### 4. Review Process

Members of the Squaxin Island Tribal Council along with Little Creek Casino Resort's Executive RFP Committee will review the submittals and select an artist to create an original site- specific artwork.

The final commission of artwork for the site will be awarded no later than **December 1, 2023.**

#### Criteria for Selection:

- a. Proposal aligns and reflects the Project Intent as described in this document.
- b. A body of work reflecting artistic excellence in Squaxin Island tribal art.
- c. Experience working in tribal settings and public processes.
- d. Experience fabricating and installing permanent artwork suitable for the environment.
- e. References provided as part of this application which will be contacted prior to final selection.

The selected artist will be required to execute a contract with the Squaxin Island Tribe. The applicable bid proposal documentation and associated costs/forms may be used as exhibits within the contract.

#### 5. Proposal Due Date and Time

Interested Contractors/Consultants must submit their proposals no later than **October 13, 2023 by 5:00 pm PST.**

Deliver to: Renay VanDelden, Procurement & Supply Chain Manager  
[Renay.VanDelden@LittleCreek.com](mailto:Renay.VanDelden@LittleCreek.com)

Joshua Crook, Compliance & Risk Manager  
[Joshua.Crook@LittleCreek.com](mailto:Joshua.Crook@LittleCreek.com)

Bids will be delivered to the Little Creek Casino Resort and privately opened by The Tribe within 24 hours of the due date. See Notification to Award below for result information.

#### 6. Conflict of Interest

Information regarding possible conflicts of interest should be provided as part of the qualification response. Such information will be taken into consideration in making a decision on the selection of the contractor. Should a conflict arise during preparation for or while undertaking these services, the contractor must immediately advise one of the following individuals of such a conflict:

Renay VanDelden, Procurement & Supply Chain Manager – [Renay.VanDelden@LittleCreek.com](mailto:Renay.VanDelden@LittleCreek.com) / 360-432-7030

Joshua Crook, Compliance & Risk Manager – [Joshua.Crook@LittleCreek.com](mailto:Joshua.Crook@LittleCreek.com) / 360-427-3027

#### 7. Davis-Bacon Wages

Davis-Bacon Wages ☐ Apply ☒ Do Not Apply to this RFP.

## **8. Inquiries**

All inquiries concerning this RFP should be directed to Renay VanDelden, Procurement & Supply Chain Manager – [Renay.VanDelden@LittleCreek.com](mailto:Renay.VanDelden@LittleCreek.com) / 360-432-7030 or Joshua Crook, Compliance & Risk Manager – [Joshua.Crook@LittleCreek.com](mailto:Joshua.Crook@LittleCreek.com) / 360-427-3027.

Inquiries must be submitted at least one (1) week prior to RFP submission deadline. To preserve fairness and transparency, all Q&A will be shared anonymously with all competing bidding firms.

## **9. Additional Information**

- a. Signed Proposals - All proposals must be signed by a person authorized to sign on behalf of the Artist and to bind the Artist to statements made in response to this RFP.
- b. Irrevocability of Proposals - By submission of a clear and detailed written notice, the artist may amend or withdraw its proposal prior to the closing date and time. An Artist 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.
- c. Changes to Proposal Wording - The Artist will not change the wording of its proposal after closing, and no words or comments will be added to the proposal unless requested by the Casino for purposes of clarification.
- d. Acceptance of Terms - Unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the Artist and incorporated in its proposal.
- e. Artist's Expenses - Artists are solely responsible for their own expenses in preparing, and submitting, a proposal and for subsequent negotiations with the Casino, if any. The Casino will not be liable to any Artist for any claims, whether for costs or damages incurred by the Artist in preparing, and submitting, the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
- f. Currency and Taxes - Prices quoted are to be in U.S. dollars.
- g. Acceptance of Proposals - This RFP should not be construed as an agreement to procure goods or services by the Casino. The Casino is not bound to enter into a Contract with the Artist who submits the lowest priced proposal or with any Artist. Proposals will be assessed in light of the evaluation criteria. The Casino will be under no obligation to receive further information, whether written or oral, from any Artist.
- h. Form of Contract - By submission of a proposal, the Artist agrees that, should it be identified as the preferred owner's representative/project manager, it is willing to enter into a Contract with the Casino, subject to successful negotiations by both parties, in writing.
- i. Liability for Errors - While the Casino has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Artists. The information is not guaranteed or warranted to be

accurate by the Casino, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Artists from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

- j. Modification of Terms - The Casino reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the preferred owner's representative/project manager.
- k. Ownership of Proposals - All documents, including proposals submitted by Artists in response to this RFP become the property of the Casino. They will be received and held in confidence to the extent allowable by law.
- l. Use of Request for Proposal- This RFP, or any portion thereof, may not be used for any purpose other than the submission of proposals.
- m. Confidentiality of Information - Information pertaining to the Casino obtained by the Artist as a result of participation in this Project is confidential and must not be disclosed without written authorization from the Casino.
- n. Material Ownership - All materials submitted, including but not limited to proposals in response to this RFP and any and all information, documentation, and presentations provided by the Artist to the Casino on a go-forward basis, shall become the sole property of Casino.
- o. All costs directly and indirectly related to the preparation of a response to the RFP are the sole responsibility of each Artist.
- p. Late responses will not be accepted.

#### **10. Native American Preference Policy**

Applicants may assert a claim for tribal preference on the *Contractor/Consultant Qualifications Form* and provide supporting documentation.

Indian preference may be used in the purchase of goods or services. Indian preference is preferential treatment in securing goods and services from Alaska Natives and Indians, or Indian Owned Enterprises, as provided in Public Law 93-638, Section 7(b) Indian Self Determination and Education Assistance Act, January 1975.

All awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$35,000 or more, where the majority of the work on the contract or subcontract will occur on lands subject to the jurisdiction of the Squaxin Island Tribe, shall give preference to Indian Owned Enterprises in the award of such contracts or subcontracts.

Unless federal law or the source of funds requires a different consideration, an Indian Owned Enterprise shall be considered among all preference applicants.

Preference will apply to bids that are within the percentages below of the lowest bid submitted by a qualified bidder not claiming preference, provided that the successful Indian Owned Enterprise agrees to perform the work at the cost of the lowest bid submitted by a qualified bidder not claiming preference.

Bid Preference Table:

Where the lowest responsive bid is:	Bid preference amount:
Less than \$100,000	10%
At least \$100,000 but less than \$500,000	5%
At least \$500,000 but less than \$1,000,000	3%
\$1,000,000 or more	1%

In circumstances where issues in addition to cost form a part of the decision-making, for example, design, experience, and/or timeliness, preference will be considered in the cost element only. In such circumstances, the bid document will identify the relevant elements and the scoring methodology to be used.

#### **11. Tribal Sovereignty**

Nothing herein shall be deemed to waive the sovereign immunity of the Tribe, the Squaxin Island Tribe, or the enterprises, agents, or employees of any of them.

#### **12. Right to Reject**

The Squaxin Island Tribe and their agents reserve the right to reject any or all bids, or any part thereof, to waiver irregularities or informalities in the bid or bidding process.

#### **13. Notification of Award**

The Squaxin Island Tribe reserves all rights to award, or not award, any of the individual items listed under the scope of work above upon issuance of an Award of Contract. The Tribe will provide written notice to the successful bidder of actual items awarded.

It is expected that a decision selecting the successful Interested Contractor/Consultant will be made within four (4) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful firm, all Contractors/Consultants submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful firm.