



# Confederated Tribes of the Colville Reservation

P.O. Box 150 Nespelem, WA 99155 (509) 634-2200

## **Request for Qualifications & Quote Paschal Sherman Indian School & Maintenance Building HVAC Equipment Replacement Design Documents**

### **Section 1: GENERAL INFORMATION**

#### **1.01 Description**

The Confederated Tribes of the Colville Reservation (Colville Tribes) Facilities Maintenance Construction Department is seeking an Architectural / Engineering Firm (Consultant) to provide Mechanical Engineering, Design Development, Construction Documents, and Construction Administration services for HVAC equipment replacement and all respective controls for the Paschal Sherman Indian School and Maintenance Building located at 169 North End Omak Lake Rd, Omak, WA 98841. The services provided must meet the objectives described herein.

#### **1.02 Introduction**

The Confederated Tribes of the Colville Reservation is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State. The Administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation.

#### **1.03 Purpose of RFQQ**

The purpose of this RFQQ is to solicit proposals from Architectural / Engineering Firms licensed to do business in Washington State to provide professional services in support of the Paschal Sherman Indian School and Maintenance Building HVAC equipment replacement project. The instructions on proposal preparation, required documents, eligibility requirements and evaluation criteria are provided herein.

#### **1.04 General Scope of Work**

Furnish all supervision, labor, materials, equipment, travel, consumables, testing and document reproduction required to provide complete Schematic Design, Design Development, Construction Documents, Contractor Selection, and Construction Administration services in support of the HVAC equipment replacement and all respective controls for the Paschal Sherman Indian School and Maintenance Building located at 169 North End Omak Lake Rd, Omak, WA 98841 as described in this RFQQ.

The successful firm must have previous experience designing complete HVAC system replacement projects in occupied commercial facilities. Experience should consist of design and construction administration of projects of comparable size and timeframe. The successful firm/team shall display strength and experience with overall project planning, design, phasing in an occupied building, construction administration, post-construction, and all other services required to complete the project.

### **1.05 Response Format**

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFQQ. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFQQ. Consultant proposals must be submitted in the format specified below. Consultants that deviate from this format may be deemed non-responsive.

### **1.06 Completeness of Proposal**

The Consultant must submit a completed Proposal (Form) signed by a company representative authorized to bind the proposing firm contractually. The Consultant must identify on the form any exceptions the Consultant takes to the Tribes RFQQ, or declare that there are no exceptions taken.

### **1.07 Proposal Response Date and Location**

Proposals must be submitted to the Confederated Tribes Project COR no later than **2:00 pm April 24, 2024**. The FedEx delivery address is Theresa Desautel Project COR, Colville Confederated Tribes 21 Colville St. Nespelem, WA 99155; hand delivery to the Facilities Maintenance Office, 21 Colville St. Nespelem, WA 99155, or USPS PO Box 150, Nespelem, WA 99155. All proposals and accompanying documentation will become the property of the Colville Tribes and will not be returned. Consultant accepts all risk of late delivery of mailed proposal regardless of fault.

### **1.08 Required Number of Proposals**

Submit 1 original unbound and 7 bound proposal copies no more than 50 pages long and can be printed double-sided, single-spaced Times New Roman 12 font and .75: Margins. Proposals shall be submitted in a sealed envelope that has clear markings of the responding business name and address.

### **1.09 Site Visitations**

A site visit is required. The site visit will be held on Wednesday, April 10, 2024 at 10:00 a.m. By submitting a proposal, the Consultant acknowledges that the Consultant is satisfied as to the nature and locations of the work, and certifies all information required to perform to the requirements of this RFQQ.

### **1.10 Consultant Cost to Develop Proposals**

Costs for developing proposals in response to the RFQQ are entirely the obligation of the Consultant and shall not be chargeable in any manner to the Colville Tribes.

### **1.11 Governing Law**

This RFQQ and the project contemplated shall be subject to the laws of the Confederated Tribes of the Colville Reservation. The applicant consents to the jurisdiction of the Colville Tribes. Nothing in this document, including attachments and exhibits, shall be deemed to waive the sovereign

immunity of the Colville Tribes, which is hereby expressly re-affirmed. The terms of this paragraph shall supersede any conflicting or contrary provisions in the RFQQ, including attachments and exhibits.

## **Section 2: TERMS AND CONDITIONS**

### **2.01 Questions Regarding the RFQQ**

Requests for interpretation/clarification of the RFQQ document must be made in writing and submitted to Mrs. Theresa Desautel, Project COR, by e-mail [theresa.desautel.adm@colvilletribes.com](mailto:theresa.desautel.adm@colvilletribes.com) or by mail to PO Box 155 Nespelem, WA 99155. Unauthorized contact with other tribal employees regarding this RFQQ may result in disqualification. All oral communications will be considered unofficial and non-binding on the Colville Tribes. Allow seven (7) days for processing written questions received. All questions must be submitted no later than 10 days from the RFQQ Closing Date.

### **2.02 RFQQ Amendments**

The Colville Tribes reserves the right to request any Consultant clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The Colville Tribes reserves the right to change the RFQQ schedule or issue amendments to the RFQQ at any time. The Colville Tribes also reserves the right to cancel or reissue the RFQQ. All such addenda must be acknowledged and will become part of the RFQQ.

### **2.03 Withdrawal of Proposal**

Provided notification is received in writing, proposals may be withdrawn at any time before the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **2.04 Rejection of Proposals**

The Colville Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Colville Tribes.

### **2.05 Proposal Validity Period**

Submission of a proposal will signify the Consultant's agreement that its proposal and the content thereof are valid for 90 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract negotiated between the Colville Tribes and the successful Consultant.

### **2.06 Proposal Signatures**

A representative authorized to obligate the firm must sign the proposal, with the Consultant's address and telephone information provided. Unsigned proposals will not be considered.

### **2.07 Insurance Requirements**

The Consultant shall provide specified insurance that is set forth in **Attachment "A"**, including \$1,000,000.00 professional liability insurance (also known as errors and omissions coverage) covering design.

## **2.08 Equal Opportunity Requirements**

The Colville Tribes is an equal opportunity employer and requires all Consultants to comply with policies and regulations concerning equal opportunity. The Consultant, in the performance of the Contract, agrees not to discriminate in its employment because of the employee or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

## **2.09 Other Compliance Requirements**

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Consultant awarded a Contract shall comply with Tribal, Federal, State, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

## **2.10 Ownership of Documents**

Any reports, studies, conclusions, drawings, specifications, and summaries produced by the Consultant in the performance of the contract shall become the property of the Colville Tribes.

## **2.11 Confidentiality of Information**

All information and data furnished to the Consultant by the Colville Tribes and all other documents to which the Consultant employees have access during the term of the Contract shall be treated as confidential to the Colville Tribes. Any oral or written disclosure to unauthorized individuals is prohibited.

## **2.12 Hold Harmless**

The Consultant shall be required to provide proof that all principal participants have jointly agreed to indemnify the Tribe as follows:

Consultant shall defend, indemnify, and hold harmless the Colville Tribes, acting through its agents, representatives, and employees, from and against any and all claims and suits, liability, damages, losses, or expenses, including attorney fees and costs, to the extent that they arise out of or are in any way connected with any act or omission of the Consultant, its officers, employees or agents. The Consultant agrees, at its own expense, and upon written request by the Colville Tribes, to defend any suit, action, or demand brought against the Tribes on any claim or demand related to the project.

## **2.13 Safety**

All applicable regulations pertaining to safety, the Consultant shall strictly adhere to; including Tribal Occupational Safety and Health Act (TOSHA) standards and regulations and OSHA 29CFR 1910.1001 & 1926.1101. Particular care shall be exercised in connection with the operation of vehicles and other equipment on the site.

## **2.14 TERO**

The Colville Tribal Employment Rights Ordinance (TERO) shall apply to this RFQQ and subsequent Contract to the extent any of the work to be performed under this RFQQ is performed on or near the Colville Reservation. No work shall take place until a TERO Utilization Plan has been signed, approved, and filed with the TERO Office. The 5% TERO fee could but may not apply to the

subsequent contract and it is the responsibility of the Consultant to contact the Colville Tribes TERO office at (509) 634-2716 to verify.

### **Section 3: REQUESTED SERVICES**

#### **3.01 Duration of Services**

The Colville Tribes anticipates the service period for this work to be from approximately May 01, 2024 through April 30, 2026. The total duration of the Contract shall not exceed 730 days.

#### **3.02 Information**

The forms referenced below must be submitted with the Contractor's proposal. Do not leave any space blank.

**Financial and Credit Reference:** In your own format provide credit references that can verify the financial standing of your company, or provide your most recent audited financial statement.

**Company Information:** Complete attached **Form #1**.

**Client References:** Complete attached **Form #2**.

#### **3.03 Certification regarding Debarment, Suspension or Proposed Debarment**

The Consultant representative authorized to obligate and bind the Consultant must complete and sign attached **Form #3**.

If the Consultant had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Consultant non-performance or poor performance, and was either (a) not litigated; or (b) litigated and such litigation determined the Consultant to be in default.

Submit full details of all termination for default experienced by the Consultant during the past five years; including the other party's name, address, and telephone number. Present the Consultant position on the incident. The Colville Tribes will evaluate the facts and may, at its sole discretion, reject the Consultant proposal if the facts discovered indicate that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Consultant.

If the Consultant has experienced no such termination for default in the past five years, so declare.

If the Consultant has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A Consultant response that indicates the requested information will only be provided if and when the Consultant is selected, as the apparent successful Consultant is not acceptable. Restricting the Consultant response to include only legal actions resulting from terminations for default is also not acceptable.

### **3.04 Cost Proposal**

The cost proposal is to include but not limited to the following design services for all phases of work as described in this section and 3.05 Scope of Work for a complete HVAC equipment replacement and respective controls for 69,700sf two-story school facility and 3,200sf maintenance building:

- Civil Engineering as required for exterior equipment and units
- Structural Engineering as required for rooftop units
- Mechanical Engineering
  - Reduce energy consumption, improve indoor air quality, and minimize operational costs.
  - Replace the following HVAC equipment for the Paschal Sherman Indian School: Fluid Cooler, Heat Pumps, Walk-In Cooler and Freezer, Kitchen Hood Exhaust Fan Make-Up Air Unit, and all respective controls.
  - Replace the following equipment for the Paschal Sherman Indian School Maintenance Building: Propane Furnaces, Cooling Coils, Heat Pumps, and all respective controls
- Plumbing Engineering
- Electrical Engineering
- Low Voltage
- New Equipment Installation Plan/Schedule must minimize disruption to school operations.

The Consultant cost proposal shall be a Lump Sum Price and Include all costs associated with the performance of this RFQQ. The Consultant shall also provide a Unit Price Schedule in your own format, to include job titles and hourly rates inclusive of all direct and indirect costs and all applicable taxes for reimbursable expenses for services requested not covered or included in this RFQQ and shall be clearly marked “**Unit Price Schedule**”.

### **3.05 Scope of Work**

It is agreed upon between the Colville Tribes (Owner) and responding Architectural / Engineering Firm (Consultant) that the intent of this Request for Qualifications and Quote is to include all applicable codes to include but not limited to 2018 IBC, Energy Code regulations and standards that have the same force and effect, and are made part of this RFQQ as if copied directly into this document, or as if published copies are bound herewith. Consultant is responsible and liable for full compliance with all Tribal, Federal, State, and local regulations regarding the work to be performed.

This RFQQ includes, but is not limited to all supervision, labor, materials, equipment, travel, consumables, testing, freight, and document reproduction required to perform and complete the work. Consultant also certifies that by responding to this RFQQ has provided for and included all expenses for all meetings, presentations, and site visits that are required to complete the work.

Consultant is to provide Design Development, Construction Documents and Construction Administration services in support of the complete Mechanical Engineering, Design, Construction Documents, and Construction Administration services for HVAC equipment replacement and all respective controls for the Paschal Sherman Indian School (69,700sf) and Maintenance Building (3,200sf) located at 169 North End Omak Lake Rd, Omak, WA 98841.

**Contractor Selection Services:** Consultant will be required to assist in the Contractor selection process by assisting in the creation of bid packages with project timelines and amend AIA Document A201-2007 as instructed by the Tribes COR. Record responses to Contractor requests for clarification in the form of a written Addendum distributed to all respondents and participate in the interview process.

Provide ongoing support to the Tribes during the Contractor Selection process to include but not limited to direct contact with potential General Contractors and Subcontractors regarding notification of project type, project scope, timing of construction phases, availability of documents, etc.

Provide the same support with potential Material Suppliers and Manufactures regarding notification of the specification of their products and equipment and information regarding plan holder list. Consultant will have ongoing contact with Contractors and material suppliers regarding questions and interpretation of schematic design documents. Consultant will also provide ongoing review with approval or rejection of product substitution or equivalency requests by Contractors or Material Suppliers and notify them of accepted substitutions by addendum.

Consultant shall prepare a bid tabulation form, assist the Colville Tribes in the receipt, tabulation, analysis of proposals and check for irregularities.

**Design Development:** As documents develop, review the building design program to verify code compliance with regulatory agencies. Prepare a preliminary Project Specifications Manual and other necessary documents such as plans, elevations, details, sections, schedules, notes that include area calculations (net and gross) and building volume calculations. Update the materials, equipment, fixtures and building systems and confirm that the selected engineering and construction systems are compatible.

Submit the Design Development documents, including estimated construction budget and schedule for approval to receive written authorization to proceed to the Construction Documents phase.

**Construction Documents:** Review and re-check the Design Development documents for code compliance and coordinate revisions to the drawings and specifications to incorporate the agreed-upon assumptions and clarifications. Prepare a one-fourth size mock-up of all project drawings, their sequence, and the information to appear on each sheet; link notes and/or details with CSI numbers and submit for review. Revise documents as required, assemble final drawings and specifications as approved and in conformance with the agreed upon assumptions and clarifications.

Submit Construction Documents, with Architects and Engineers seal on the documents and obtain signatures required by reviewing authorities.

**Tribal Council and Owner Meetings:** Consultant will be required to attend 4 ea. Colville Tribal Council and 8 ea. Paschal Sherman Indian School Owner meetings to provide reports and presentations on the progress of the project. The Colville Tribal Council meetings will be held at the Lucy Covington Government in Nespelem, Washington and the Owner meetings will be held at the Paschal Sherman Indian School in Omak, Washington

**Construction Administration:** The Consultant will provide Construction Administration support as described in the AIA Document A201-2007 to include but not limited to; field review & tasks coordinated by the architect, weekly meetings with contractor and Tribes, progress reports and evaluations, review contractor application for payment, shop drawings and product data submittal review and action, RFI review and response, punch list creation and associated trip fees, equipment startup inspection/commissioning, substantial performance report and certification and miscellaneous Owner assistance.

The Colville Tribes will require seven hard copies and one electronic copy of all submittals.

## **Section 4: PROPOSAL EVALUATION**

### **4.01 Evaluation Procedures**

The Selection Committee will evaluate proposals. The Selection will consider how well the Consultant proposal meets the needs of the Colville Tribes as described in the Consultant response to each requirement. In evaluating the proposals, the Colville Tribes will be using a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting.

Any proposal that does not contain each element described in this RFQQ, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

### **4.02 Scoring and Evaluation Factors**

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Colville Tribes may select other than the lowest cost solution. The objective is to choose an Architectural / Engineering Firm capable of providing a reliable and effective solution within a reasonable budget.

To accomplish this Colville Tribes will review the price proposals of **only** the three highest scoring Consultants and an award will be made to the lowest bid after Chapter 10-3 Indian Preference in contracting has been applied. However, the Colville Tribes will not consider price proposals from Consultants with a score of 75 or less.

**Evaluation will be based on the following criteria:**

#### **A. Qualifications of the Firm:**

**Proposals must specifically address and affirm the following:**

1. Provide an overview of your firm, its organization, history and recent projects in designing HVAC equipment replacement in occupied commercial facilities. Experience should consist of design and construction administration of projects of comparable size and timeframe. The successful firm/team shall display strength and experience with overall project planning, design, phasing in an occupied building, construction administration, post-construction, and all other services required to complete the project and or other projects that illustrate the expertise your firm would bring to the project.
2. Diagram your proposed organizational structure for this Project to include; owner, project manager/owner's representative, your project team, and other consultants.



3. Resumes of personnel that will be involved with the project, including the Professional qualifications and experience with a statement indicating task each individual will be assigned to perform. Provide the name and contact information for the person in your firm who will serve as the point of contact for this RFQQ process.
4. Submit a project plan that details the work to be conducted. Include the time line (Gantt Chart showing each phase or task of the work, when that phase or task will begin, how long it will continue, and when it should end) for each item of work. The schedule should also include milestones and approval hold points within the 730-day performance period. The schedule shall include system shutdown time frames which are to be coordinated with the school schedule. Cost load the schedule to include your proposed payment schedule based on completed services.

**B. Compliance with TERO Indian Preference Requirements:**

Notice is hereby given that the Confederated Tribes of the Colville Reservation has in force Title 10 Employment and Contracting; Chapter 10-1 Tribal Employment Rights Ordinance (TERO), and Chapter 10-3 Indian Preference in Contracting, covering but not limited to Indian employment, training, contracting and subcontracting. Consultants are directed to contact the Colville Tribal TERO department to obtain complete information regarding compliance requirements and responsibilities under the law. It is also incumbent on the Consultant and/or sub-consultant to ensure all compliance requirements are met **prior to** commencing work. It is also advisable for covered entities to be aware of the TERO requirements for certification as an Indian firm, sanctions for non-compliance and the appeal process.

The Colville Tribal TERO department can be reached by calling (509) 634-2716.

**Submit with this proposal a completed TERO Utilization Plan for consideration, and a copy of the TERO certification of your firm if applicable.**

**C. Experience:**

1. The Firm shall provide evidence of experience and quality services rendered in design of similarly related projects and construction programs on Indian Reservations or in rural communities.
2. A list of three references (see Form #2); Reference must include their current address, contact person, title, phone number, project description, and amount.
3. Cite comparable projects completed by your firm in the past ten (10) years that best illustrate your expertise to include;
  - a. Comparable design elements and materials
  - b. Similar construction type, size and complexity
  - c. Sustainable design and construction methods
  - d. Tribal Ownership or other Native American schools
  - e. Mechanical systems in occupied facilities

At a minimum, provide the following information:

- a. Project name and year constructed
- b. Client name and contacts
- c. Location of project
- d. Size and type of building
- e. Access roads, surface parking or special hardscape features
- f. Project amenities similar to as described in the solicitation
- g. Final construction cost and duration

- 4. Business & Staff Experience; management capacity, staff expertise, internal quality control, and document control. This is the opportunity to illustrate the strengths of the proposed project team.

**D. Record of Past Performance:**

The proposing Consultant must demonstrate it has the administrative and technical capability to perform the required services on time and within the project budget. Provide previous examples that at a minimum include the following items:

- 1. Record of timely completion of projects.
- 2. Illustrate how changes in the design/work, project design modifications to meet budget was managed, and construction cost estimating.
- 3. Internal measures provided for timely completion and cost control, and your policy regarding charges for delays or project suspension.
- 4. Person responsible for the schedule and budget.

**E. Lump Sum Price:**

The proposing firm, Lump Sum Price will be evaluated.

The following is the manner the proposal will be evaluated and rated as described above.

Qualifications	20
Indian Preference Requirements	
TERO Certification of Firm Provide a proposed CCT TERO Compliance and Utilization Plan (See Item B)	5
Experience	25
Record of past performance	20
Lump Sum Price	30

#### **4.03 Consultant Presentation, Committee Interview**

After the proposals have been evaluated, the Selection Committee will determine which Consultant(s) may be invited for a panel interview with the Selection Committee, and if an interview is required then the selected Consultant(s) will be notified of interview format and time allowed for power point presentations or other.

#### **4.04 Final Selection**

The Selection Committee will formulate their recommendation for award of the Contract. If applicable, the recommendation will be forwarded to the Tribal Council for formal acceptance.

#### **4.05 Contract Award and Execution**

The Colville Tribes reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Consultant can offer. The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiations of the final document.

The RFQQ document and the successful Consultant proposal response, as amended by agreement between the Colville Tribes and the Consultant, including e-mail or written correspondence relative to the RFQQ, will become part of the Contract document. Additionally, the Colville Tribes may verify Consultant representation that appears in the proposal. Failure of the Consultant to perform as represented may result in the elimination of the Consultant from competition or in Contract cancellation or termination.

The Consultant selected, as the apparent successful Consultant will be expected to enter into a Contract with the Colville Tribes. A sample Tribal contract is provided in **Attachment "B"**. If the selected Consultant fails to sign the Contract within five (5) business days of delivery of the final Contract, the Colville Tribes may elect to cancel the award or award the Contract to the next ranked Consultant. The Colville tribes shall not be bound or in any way obligated until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of a final Contract.

After opening and ranking, an award may be made based on the proposals initially submitted, without discussion, clarification, modification, or the Colville Confederated Tribes may discuss with the selected Consultant offers for cost reduction and other elements of the Consultant proposal.

If the Colville Confederated Tribes determines that it is unable to reach a contract satisfactory to the Colville Confederated Tribes with the selected Consultant, then the Colville Tribe will terminate discussions with the selected Consultant and proceed to the next Consultant in order of selection ranking until a contract is reached or The Colville Tribe has rejected all proposals. The Colville Confederated Tribes may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Colville Confederated Tribes reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Colville Confederated Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Colville Confederated Tribes and to temporarily or permanently abandon the procurement.

If the Colville Confederated Tribes award a Contract, it will award the contract to the offeror or offerors whose proposal is the most advantageous to the Colville Confederated Tribes and offers the best value, considering price and the evaluation factors set forth in the RFQQ.

**Paschal Sherman Indian School and Maintenance Building HVAC Equipment Replacement Design, April 24, 2024**

Lump Sum Price in USD Inclusive of all Taxes and Fees \$ \_\_\_\_\_

Consultant Signature \_\_\_\_\_ Title \_\_\_\_\_

Consultant Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ License # \_\_\_\_\_

Exceptions:

**Form #1 – Company Information**

Company Information

Name of Parent Company \_\_\_\_\_

Address \_\_\_\_\_

UBI # \_\_\_\_\_ L&I # \_\_\_\_\_

Point of contact \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Length of time in business \_\_\_\_\_

Prior fiscal year gross revenues (US dollars). \_\_\_\_\_

Number of full time Employees \_\_\_\_\_

Total number of similar projects completed \_\_\_\_\_

**Form # 2 – CLIENT REFERENCES**

**Client Reference # 1**

Reference Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Project Description \_\_\_\_\_

Contract Amount \_\_\_\_\_

**Client Reference # 2**

Reference Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Project Description \_\_\_\_\_

Contract Amount \_\_\_\_\_

**Client Reference # 3**

Reference Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Project Description \_\_\_\_\_

Contract Amount \_\_\_\_\_

**Form #3 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.**

A. The Offeror certifies, to the best of its knowledge and belief, that-

1. The Offeror and/or any of its Principals-

(a) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have ( ) have not ( ), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, ore receiving stolen property; and

(c) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) of this provision.

(d) The Offeror has ( ) has not ( ), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the Untied States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18 United States Code.

B. The Offeror shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror

nonresponsive.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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Consultant Signature

I here by certify that the information above is true accurate and complete under penalty of fraud.



## Attachment A – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of this Contract insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors. The Consultant shall pay the cost of such insurance. A Certificate of Insurance shall be provided and include The Confederated Tribes of the Colville Reservation as additional insured. The Certificate shall provide 30 day notice of cancellation or material changes to the policy(s). (Note: These conditions apply to all coverage, general, auto, and asbestos abatement liability.) Insurance shall meet or exceeds the following unless otherwise approved by the Colville Tribes.

### A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Stop Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease.
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
5. Errors and Omission coverage in the amount of \$1,000,000.00.

### B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Colville Tribes.

### C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the Colville Tribes, its officials, employees and volunteers as additional insured,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Colville Tribes.
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has be given to the Colville Tribes.

### D. Acceptability of Insurers

Insurance shall be placed with insurers with an AA rating acceptable to the Colville Tribes

E. Verification of Coverage

Consultant shall furnish the certificates of insurance required by this clause. The certificates are to be received and approved by the Colville Tribes before work commences. The Colville Tribes reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Consultant shall require subcontractors to provide coverage, which complies with the requirements state herein.

## **Attachment “B”**

### **CONSULTANT CONTRACT**

This Contract is entered into on the Colville Reservation this \_\_\_\_ day of \_\_\_\_\_ between the Confederated Tribes of the Colville Reservation (hereafter Colville Tribes or Tribes) and \_\_\_\_\_ (hereafter referred to as Consultant).

#### **SECTION ONE** **DESCRIPTION OF WORK**

Consultant shall provide the following described services in accordance with this Contract and Contract Documents: All supervision, labor, materials, equipment, travel, consumables, testing and document reproduction required to provide complete Design Documents and Construction Administration services in support of the Tribes new Treatment Center project as defined in attached Exhibit “A” Request for Qualifications & Quote Colville Tribes Substance Abuse Treatment Center Programming and Design Documents.

#### **SECTION TWO** **CONTRACT PRICE**

The Consultant shall be compensated for all services rendered in carrying out the Consultant’s obligations under this Contract in an amount not to exceed \$ \_\_\_\_\_. Payment shall be as set out in Section 3 of this Contract.

Consultant shall be paid the full Contract Price only after all work under this contract has been completed and such work has been inspected and certified as complete and in conformity with the terms of this Contract by the Contract Officer.

#### **SECTION THREE** **METHOD OF PAYMENT**

The Colville Tribes shall pay the portion of the total Contract Price documented by monthly invoice within **30** days of the date that the invoice requesting payment is received and accepted by the Colville Tribes. Consultant shall provide such other documentation as is requested by the Colville Tribes in support of the request for payment. The sum of all monthly invoicing submitted shall not exceed the Contract Price set out in Section Two above. Final payment by the Tribes shall include all amounts previously withheld excluding amounts retained for cause. For Contracts equal to or over \$10,000.00, Section Seventeen of this Contract also applies.

Any payment to be made may be withheld and this Contract may be terminated if:

- a. Work is found to be defective and the defect is not remedied;
- b. Consultant has not made all proper payments to sub consultants;
- c. Consultant has not made all proper payments for labor, materials, or equipment furnished to the Consultant used in the performance of this contract;
- d. Another person or entity is damaged by an act for which the Consultant is responsible;
- e. In the opinion of the Tribes, Consultants work is not consistent with the terms of this Contract.

- g. Consultant fails to comply with any applicable law or regulation, or to pay any applicable tax, fee, or license.

By making final payment, the Colville Tribes waives all claims except those arising out of:

- (1) Work that does not comply with the Contract documents;
- (2) Outstanding claims of liens;

Consultant, by accepting final payment, waives all claims except those which have been previously made in writing, and which remain unsettled at the time of acceptance.

#### **SECTION FOUR** **STARTING AND COMPLETION DATES**

Work under this Contract shall begin on June 22, 2018 and shall be completed by November 03, 2019.

#### **SECTION FIVE** **CONTRACT DOCUMENTS**

The Contract documents on which the Contract is based are as follows:

- a. This Contract, together with such supplementary agreements and conditions as are attached to this Contract document, and which are labeled as Exhibits to this Contract;
  - 1. Exhibit "A" RFQQ Colville Tribes Substance Abuse Treatment Center Programming and Design Documents
  - 2. Exhibit "B" Consultant submitted response to Exhibit "A"
- b. All written Change Orders issued by the Tribes pursuant to Section Eight of this Contract.

These Contract documents together form the Contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work by the Consultant, and all terms and conditions of payment. Consultant is responsible for ensuring that the Contract Price set out in Section Two is adequate to perform this Contract. The documents also include a requirement to perform all work and procedures not expressly indicated herein, but which are necessary for the proper execution of the project. In case of a conflict between this Contract and any document attached to it, the terms of this Contract shall govern.

#### **SECTION SIX** **INDEMNITY**

Consultant agrees to indemnify and hold harmless the Tribes and its officers, agents and employees from and against all claims, damages, losses, and expenses related to or arising from Consultant's work and activities as set out in this Contract. Such expenses include reasonable attorneys' fees if it is necessary for the Tribes to commence or defend an action arising out of or associated in any way with the Consultant's performance of this Contract. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or part by Consultant's negligent act or omission, or that of Consultant's subcontractor, or that of anyone employed by them or for whose acts Consultant or Consultant's subcontractor may be liable. Except as set out above, each party shall be responsible for damages to persons and property arising out of that party's actions and the actions of any subcontractor, agent, or employee retained under this Contract.

#### **SECTION SEVEN** **TIME OF ESSENCE - EXTENSION OF TIME**

All times for performance set out in the Contract Documents are deemed to be of the essence. The Consultant will schedule and perform all work under this Contract to complete the work within the time required by this Contract. Contract times may only be extended by a written Change Order from the Contract Officer issued to the Consultant prior to the expiration of the original date for performance of this Contract or any of its parts.

## **SECTION EIGHT** **WORK CHANGES**

The Tribes reserves the right to order work changes in the nature of additions, deletions, or modifications to this Contract, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion as are then agreed to by the parties. Any such changes will be authorized by a written Change Order, which must be signed by the Tribes' Contract Officer, designated in Section Twelve below. The Change Order will include conforming changes in the Contract and completion time.

The scope of work shall be changed, and the Contract price and completion time shall be modified only as set out in the written Change Order. Any adjustment in the Contract price resulting in a credit or a charge to the Tribes shall be determined by the mutual agreement of the parties to this Contract before starting the work involved in the change.

## **SECTION NINE** **DEFAULT AND TERMINATION**

This Contract may be terminated by either party without prejudice to any other remedy that the non-defaulting party may have if the other party defaults in performance of any provision of this Contract. The non-defaulting party shall give the defaulting party **15** days' written notice of the non-defaulting party's intention to terminate this Contract, within which time the defaulting party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting party be Consultant, the Tribes may, pursuant to Section Three of this Contract, withhold any portion of the Contract price still owing at the time of default.

The Tribes may also terminate this Contract for its convenience without cause. Should the Tribes elect to terminate under this subparagraph, the Tribes shall give the Consultant **15** days' written notice of the termination. The Tribes shall pay for all work properly completed up to the effective date of the termination. Consultant shall have no additional rights as against the Tribes except for the payment provided under this subparagraph.

This Contract is funded from appropriated funds or federal funds. Should those funds be reduced or eliminated, the Tribes may terminate or modify this Contract to reflect the change in funding. If this Contract is terminated under this subparagraph, Consultant shall be paid for all work properly completed up to the effective date of termination. Any work changes required as a result of the provisions of this Section shall be processed as provided under Section Eight above.

## **SECTION TEN** **VENUE**

Venue for the resolution of any dispute that may arise under this Contract shall be in the Colville Tribal Court. Any dispute shall be determined under the laws of the Colville Tribes.

## **SECTION ELEVEN** **TRIBAL EMPLOYMENT RIGHTS ORDINANCE**

The Colville Tribal Employment Rights Ordinance (TERO), including the 5% TERO fee, shall apply to this Contract to the extent any of the work to be performed under this Contract is performed on or near the Colville Reservation. No work shall take place until a TERO Utilization Plan has been signed, approved, and filed with the TERO Office. The 5% TERO fee applies to all contracts over \$5000 where the consultant is not a preference-certified entity.

## **SECTION TWELVE**

## **CONTRACT OFFICER**

Dorthey Zacherle the designated Contract Officer (CO) for the purpose of this Contract and shall provide general administration of the Contract as the Tribes' representative.

The designated Contract Officer Representative (COR) for the purpose of this Contract shall be Theresa Desautel. The Contract Officer Representative shall provide specific administration of the Contract as the Tribes' representative, and shall have authority to initiate Change Orders, including approval of compensation and expense payments.

Consultant's representative for this project is \_\_\_\_\_ who shall be responsible for the conduct of the work completed hereunder, and who shall have signature authority for the Consultant for all matters related to this Contract.

## **SECTION THIRTEEN** **REPORTING**

Consultant shall report to the Contract Officer Representative or as requested by the Contract Officer Representative. Reports may be made in writing or by fax, teleconference, or E-mail, as directed by the Contract Officer.

## **SECTION FOURTEEN** **INDEPENDENT CONTRACTOR**

It is understood that the Consultant is operating as an independent contractor, and as such shall comply with all applicable laws and regulations and shall pay all applicable taxes and other assessments and hold the Colville Tribes harmless from the consequences of any act or omission of whatever kind or nature of Consultant or its employees or agents of whatever kind. Consultant shall not have any right as an employee of the Colville Tribes, and no employee-employer relationship is established by this Contract. Further, the Consultant is responsible for reporting this income to the applicable federal and/or state agencies. The Consultant is responsible for all taxes associated with this income.

## **SECTION FIFTEEN** **PROPRIETARY RIGHTS**

Consultant agrees that all proprietary rights, including patents and copyrights, contracted for or otherwise created for or on behalf of the Tribes shall be owned by the Confederated Tribes of the Colville Reservation.

## **SECTION SIXTEEN** **RECORDS**

Consultant will maintain adequate financial records, in accordance with generally accepted accounting practices, such that the Consultant can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to this Contract.

## **SECTION SEVENTEEN** **EMBEZZLEMENT**

The Consultant agrees to insert this clause in all subcontracts:

Any officer, director, agent, employee or other person connected in any capacity with this Contract or any subcontract hereunder who embezzles, willfully misapplies, steals or obtains by fraud any of the money, funds, assets or property provided through this Contract may be subject to federal and tribal criminal prosecution and may be fined up to \$10,000 or imprisoned for up to two years, or both if convicted.

## **SECTION EIGHTEEN**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

By signing this Contract, the Consultant certifies that it does not maintain or provide for its employees any segregated facilities at any of Consultant’s establishments, and that Consultant’s employees are not permitted to perform their services at any location, under this Contract, where segregated facilities are maintained.

The Consultant agrees that failure to abide this certification is a breach of this Contract.

**SECTION NINETEEN**  
**NON-DISCRIMINATION**

Title VI of the Civil Rights Act of 1964, (Public Law 88-352; 42 USC 200d-1) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**SECTION TWENTY**  
**WARRANTY OF SPECIAL EXPERTISE**

The Consultant warrants that he has the educational credentials, expertise, and training required to accomplish the purposes of this contract.

**SECTION TWENTY-ONE**  
**COMPLIANCE WITH APPLICABLE LAW**

By acceptance of this Contract, the Consultant agrees that it will comply with this and all other applicable tribal, state, and federal laws.

**SECTION TWENTY-TWO**  
**DRUG AND ALCOHOL FREE WORKPLACE**

CONSULTANT shall at all times when within the jurisdiction of the Tribes maintain a drug and alcohol-free workplace, and shall take reasonable steps to insure that no employees of, nor subcontractors of the CONSULTANT are allowed to work while under the influence of illegal drugs or of alcohol, and that no such illegal drugs or alcohol are allowed at any time at the work site. Failure to comply with this paragraph is grounds for immediate termination of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract for the consultant to provide design documents and construction administration for the Paschal Sherman Indian School and Maintenance Building HVAC Equipment Replacement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Confederated Tribes of the Colville Reservation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant

Contract # \_\_\_\_\_