



Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155 (509) 634-2277

Request for proposal: Loup Loup fish passage project

SECTION 1. GENERAL INFORMATION

1.01 Significant Dates

Posted Date:	April 14, 2023
Pre-bid Tour:	9:00 a.m., PST, April 25, 2023
Deadline for questions:	3:00 p.m., PST, May 2, 2023
Closing Time and Date:	3:00 p.m., PST, May 10, 2023

1.02 Description of Proposals Sought:

The Confederated Tribes of the Colville Reservation (CTCR) Anadromous Fisheries Division is seeking contractor proposals to construct a fish passage improvement project on Loup Loup Creek, located near Mallot, Washington. Project elements consist of importing and grading channel fill material below three distinct cascades, then constructing a series of step-pool channels to enhance fish passage for adult salmonids. This project is in support of salmon habitat restoration activities and will provide 5 additional miles of spawning and rearing habitat upstream of the project site.

The winning contractor will be responsible for all aspects of project construction and will need to secure a readily available supply of the specified channel fill material and boulders and provide those at a fixed price for the length of the contract.

The Colville Confederated Tribes intends to award the design contract to the highest quality bidder for the scope of work described in this RFP. The performance period for the awarded contract will be between the contract start date and October 31, 2023.

1.03 About the Colville Tribes:

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 Tribes' Indian Country now includes various off-reservation trust land holdings. The Tribes' administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation. Tribal business hours are Monday through Thursday 7:00 and 5:30 p.m. excluding Saturdays, Sundays, Tribal and Federal holidays.

1.04 Response Format:

Proposals should be prepared simply, providing a straightforward and concise delineation of the Contractor's approach and capabilities necessary to satisfy the criteria listed in Section 3. The proposal may not be longer than 10 pages, single-spaced with no less than 12-point font. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Contractors that deviate from the required format may be deemed non-responsive.

1.05 Completeness of Proposal

The Contractor must submit a completed Proposal signed by a Contractor representative authorized to bind the proposing Contractor contractually. The Contractor must identify on the form any exceptions the Contractor takes to the Tribes RFP or declare that there are no exceptions taken.

1.06 Response Date and Location

Proposals must be submitted no later than 3:00 p.m., PST, May 10, 2023. For hard copy submissions, Contractors/Offerors must submit 1 original and 3 bound copies of the proposal no more than 10 pages long, single-spaced, in a font no smaller than 12 point. Proposals shall be submitted in a sealed envelope that has clear markings of the responding business name and address and clearly identifies the contents as the "Loup Loup fish passage project". Proposals may be sent by email, regular, or express mail (FedEx or UPS). All proposals and accompanying documentation will become the property of the Tribes and will not be returned. Contractors accept all risk of late delivery of mailed proposal regardless of fault. Proposals must be mailed to.

Fish and Wildlife
Matt Young
P.O. Box 150 Nespelem, WA 99155

Emailed proposals should be sent to.

Matt.Young.FNW@colvilletribes.com

1.07 Contractor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Contractor and are not chargeable in any manner to the Tribes—no exceptions.

1.08 Site Visitations

CTCR will hold a project site visit on April, 25 2023 at 10:30AM. Attendance at this overview is required for contractors to bid on the project.

SECTION 2. TERMS AND CONDITIONS

2.01 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be emailed to Matt.Young.FNW@colvilletribes.com. Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribes. All questions must be submitted no later than 3:00 p.m., PST, May 2, 2023.

2.02 RFP Amendments

The Tribes reserve the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Tribes reserve the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribes also reserve the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Contractor's responsibility to check the Tribes' website for the issuance of any amendments prior to submitting a proposal response.

2.03 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 1.05, proposals may be withdrawn at any time prior to 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 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 Tribes.

2.05 Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal and the content thereof are valid for 30 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal may become part of the Contract negotiated between the Colville Tribes and the successful Contractor.

2.06 Proposal Signatures

An authorized representative of the Contractor must sign proposals, with the Contractor's address and telephone information provided. Unsigned proposals will not be considered.

2.07 Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFP insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Offeror, his agents, representatives, employees or subcontractors. The Offeror shall pay the cost of such insurance. Insurance shall meet or exceed 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/
- B. Self-Insured Retentions
Self-insured retentions must be declared to and approved in writing 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 been given to the Colville Tribes.
- D. Acceptability of Insurers
Insurance shall be placed with insurers with a rating acceptable to the Colville Tribes.
- E. Verification of Coverage
Offeror awarded a contract under this RFP shall furnish the Colville Tribes with certificates of insurance required herein. 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
Subcontractors hired pursuant to this RFP must provide coverage, which complies with the requirements state herein.

2.08 Retainage/Performance Bond

Any contract negotiated in response to this RFP will require either a 25% retainage or a performance bond.

2.09 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Contractor shall become the property of the Tribes. The Tribes may provide the Contractor with a limited license to use such material.

2.10 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the Tribes and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

2.11 Limitations on Costs and Expenses

The Contractor's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (in-house photocopying; unnecessary express mail/overnight courier mailings); or for developing invoices for the Tribes.

2.12 Dispute Resolution and Venue

The Tribes will require the selected Contractor to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from the Tribes engagement of the Contractor's services, including the application of tribal law.

2.13 Appropriated Funds

Any contract awarded pursuant to this RFP is subject the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1 to September 30. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.14 Indian Preference

Indian preference applies to any award of contract pursuant to this RFP and the Contractor shall comply with all applicable Indian preference requirements set forth in Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The tribal code is available at <https://www.cct-cbc.com/current-code/>.

2.15 Debarment

Selected Contractor must sign a Certification Regarding Debarment and Suspension (See Attachment B).

2.16 Contract

The selected Offeror will be required to enter into the Colville Tribes' standard form contract which will include a "no assignment" provision indicating that the Contract may not be assigned without written consent of the Tribes. Any increase in contract price following execution of the contract requires a written modification to the term to continue.

SECTION 3. REQUESTED SERVICES

3.01 Duration of Services

The Tribes anticipates the service period for this work to end on October 31, 2023. However, if the work extends beyond this period, and as stated in Section 2.13, any agreement would be year-to-year and require an agreed-upon modification to the term to continue.

3.02 Scope of Work

The winning contractor will be responsible for all aspects of project construction as described in the included design package.

This design package includes the following documents:

- EXHIBIT A – Project Drawings
- EXHIBIT B – Special Provisions
- EXHIBIT C – Technical Specifications
- EXHIBIT D – Basis for Design Report

3.03 Required Information

The Contractor's Proposal must include the following:

A. Title Page. Show Request For Proposal (RFP) subject, name of Contractor, address, telephone and fax numbers, name of contact person and date of submission. (See Attachment A.)

B. Transmittal Letter. A one- or two-page summary stating the Contractor's understanding of the work

to be done and making a positive commitment to perform the work.

C. Table of Contents. A clear identification of the material by section and page number.

D. Company Profile. The Bidder shall provide a description of their qualifications and experience. The description shall include a list of at least five projects of similar scope and scale completed in the last five years for which the Bidder was the primary contractor. Project descriptions shall clearly demonstrate experience with the following:

- Use of natural channel design techniques to construct instream structures including use of wood, alluvium, rock and live vegetative cuttings;
- Methods to protect aquatic resources, riparian vegetation and fish and wildlife habitat during construction;
- Use of survey equipment to achieve compliance with horizontal and vertical construction tolerances; and
- Use of appropriate equipment and construction techniques for working in wet conditions and minimizing disturbance to sensitive environments.

E. References. The Bidder shall provide three references who can verify the Bidder's experience and qualifications. Reference information shall include the following: 1) Project name and location 2) Owner name, telephone number, email address, 3) Designer name, telephone number, email address, and 4) Total project size, or description of structures removed / installed for fish passage projects.

F. Project Approach. The Bidder shall provide an approach for implementing the project described in this RFP. The approach shall be comprehensive enough in scope and detail to convey the Bidder's ability to technically implement and manage the project. The approach shall include a detailed description of project sequencing and the construction approach. Specifically, the approach shall describe:

- Sequencing of the work for each project element described in the scope;
- Means and methods for working in wet conditions near Loup Loup Creek including an approach for managing excavation and structure installation in water;
- Approach and sequencing for earthwork and grading activities including how differing types of material will be sorted, handled and placed in designated work areas;
- Make, model and year of equipment proposed for use;
- Actions to be taken to manage the spread of weeds during earthwork operations;
- Actions to be taken to preserve existing vegetation and wetland areas;
- Actions to be taken to address public access and safety during construction.

The ability of the Bidder to manage all aspects of this project is one of the critical success factors of the project.

G. Project Schedule. The Bidder shall provide information regarding their availability and ability to substantially complete construction within the preferred construction window of September 15, 2023 – December 31, 2023. The Bidder shall provide a detailed project schedule that includes dates and milestones for completion of the project elements listed on the Bid Form.

H. Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the Contractor might have or encounter in providing these services to the Colville Tribes.

I. Detailed Cost Proposal. Provide a detailed statement of any and all costs for providing these services.

This statement must include proposed hourly rates for all persons employed by or contracting with the Contractor to provide the work described herein, as well as rates for travel and other expenses when travel is necessary.

SECTION 4. PROPOSAL EVALUATION

4.01 Evaluation Procedures

A Selection Committee will evaluate proposals. The selection will consider how well the Contractor's proposal meets the needs of the Tribes as described in the Contractor's response to each requirement listed in Section 3.03. In evaluating the proposals, the Tribes will use 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 RFP, 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 Tribes may select a contract other than the one providing the lowest cost solution. The objective is to choose the entity capable of providing reliable and effective services within a reasonable budget.

An award will be made to a responsible Indian Offeror if its proposed price is within 10% of the lowest non-Indian Offeror's Proposal Price and the Indian Offeror provides documentation of having the expertise and experience necessary to satisfactorily complete the work required.

Evaluation will be based on the following criteria:

1. Responsiveness of the proposal and clear understanding of the project goals (0-20)
2. Efficient and realistic timeline (0-10)
3. Experience at constructing aquatic enhancement projects of similar scope and scale to the proposed project (0-25)
4. Qualifications and experience of staff (0-20)
5. Indian preference (0 – 10)
6. TERO certification documented & included (0-5)
7. Cost (0-10)

Maximum Points: (100)

4.03 In-Person Discussion Sessions

One or more Offerors who have scored well on the evaluation may be invited by the Tribes, without cost to the tribes, to a discussion with the Colville Business Council, the managers of relevant tribal programs, and others invited to the Session to provide the Offeror the opportunity to demonstrate its services, to discuss its approach/methodologies, implementation process, schedule, staffing and other applicable professional services. The Discussion Session will be informal, as the Tribe is not interested in a sales presentation by Offeror but rather an interactive discussion with the Colville Business Council; it is important that those key personnel identified by the Offeror to be assigned to the project will fully participate in the presentation and discussion.

4.04 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract, which will be forwarded to the Colville Business Council for formal acceptance.

4.05 Contract Award and Execution

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

The RFP document and the successful Contractor's/Offeror's proposal response, as amended by agreement between the Tribes and the Contractor/Offeror, including e-mail or written correspondence relative to the RFP, may become part of the Contract between the Tribes and the successful Contractor/Offeror. Additionally, the Colville Tribes may verify the Contractor's/Offeror's representations appearing in the proposal. Failure of the Contractor/Offeror to perform as represented may result in elimination of the Contractor/Offeror from competition or in Contract cancellation or termination.

The apparent successful Contractor/Offeror will be expected to enter into a contract with the Tribes. If a contract is not entered into with a reasonable time after selecting the proposal, the Tribes may elect to cancel the award or award the Contract to the next highest ranked Offeror. The 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 on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Tribes may discuss with the selected Contractor offers for cost reduction and other elements of the Contractor's proposal. If the Tribes determines that it is unable to reach a contract satisfactory to the Tribes with the selected Contractor, then the Tribes will terminate discussions with the selected Contractor and proceed to the next Contractor in order of selection ranking until a contract is reached or the Tribe has rejected all proposals. The Tribes will not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The 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 Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to temporarily or permanently abandon the procurement.

ATTACHMENT A:
PROPOSAL COVER PAGE

Loup Loup Fish Passage Project

Company Name _____ Date _____

Address _____

Contact Person and Title: _____

Telephone Number _____ Fax Number _____

Email address _____

Length of time in business _____

Gross revenue for the prior fiscal year (in US dollars). _____

Total number of similar clients served in similar capacity _____

TOTAL ESTIMATED PRICE OF SERVICES (Attach detailed budget if necessary)

Cost of Services (Anticipated Total Hours x Rate) _____

Overhead costs (describe) _____

Necessary travel _____

TERO Fees _____

Other (describe) _____

Total Price \$ _____

Authorized Offeror Signature _____

Telephone _____

ATTACHMENT B:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

A. The Contractor certifies, to the best of its knowledge and belief, that:

1. The Contractor/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, or 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) above.

(d) The Contractor 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). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

B. The Contractor shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Contractor 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 Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor's proposal non-responsive.

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 a Contractor 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 Contractor 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.

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

Authorized Signature

ATTACHMENT C:
CLIENT REFERENCES (Include additional pages if desired)

Client Reference # 1

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 2

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 3

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____



**Loup Loup Fish Passage Project
Bid Form**

BID TO:

Confederated Tribes of the Colville Reservation
Fish and Wildlife Department
Matt Young
P.O. Box 150
Nespelem, WA 99155
Matt.Young.FNW@colvilletribes.com

BID FROM:

Bidder: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

DUNS # (if available): _____

Tax ID #: _____

BID ITEMIZATION

Bidder shall submit an itemized bid. The contract will be awarded to a qualified bidder with the required experience, whose cost/benefit evaluation by Confederated Tribes of the Colville Reservation (CTCR) and partners indicates that the award will be in the best interest of the Loup Loup Creek Fish Passage Project (hereafter Project) AND able to meet the preferred construction window. CTCR reserves the right to reject any and all bids and to contract in the best interests of CTCR.

Bidder will complete the work in accordance with the Loup Loup Creek Fish Passage Project Final Design Plans by River Design Group (hereafter Drawings) for the following price(s):

Bid Item	Item Description	Estimated Quantity	Unit	Unit Bid Price	Bid Amount
1	Mobilization	1	Lump Sum		
2	Work Area Access and Fire Protection	1	Lump Sum		
3	Water Management and Work Area Isolation	1	Lump Sum		
4	Furnish Boulders	1110	Cubic Yards		
5	Furnish Subgrade Material	1335	Cubic Yards		
6	Furnish Streambed Material	410	Cubic Yards		
7	Furnish Floodplain Fill	6825	Cubic Yards		
8	Furnish Geotextile Fabric	8000	Square Feet		
9	Earthwork	1	Lump Sum		
10	Construct Step Pool Structures	800	Linear Feet		
11	Install Floodplain Roughness	1	Acres		
12	Install Willow Trenches	360	Linear Feet		
TOTAL					

Please provide a bid for the following alternate items. Please note that some of these items may or may not be required to complete the Work and as described in the RFP, the owner may provide some of these items.

Bid Item	Item Description	Estimated Quantity	Unit	Unit Bid Price	Bid Amount
13	Furnish Fines	200	Cubic Yards		
14	Furnish Vegetative Cuttings	1	Lump Sum		
15	Broadcast Seeding	2	Acres		
16	Apply Weed Free Straw Mulch	2	Acres		

NOTE: Please refer to the RFP for clarification on owner-provided materials
 Description of project warranty bid item: Beginning at Substantial Completion of project, maintenance shall include labor, materials, equipment, and means for proper maintenance of all materials and workmanship for a period of 12 months.

It is mandatory that all unit price blank spaces and lump sum blank spaces being bid shall be filled in with legible figures. Figures must be in ink.

BIDDER’S PROPOSED CONSTRUCTION TIMELINE

Proposed Start Date:

Proposed End Date:

BIDDER’S DECLARATIONS

The Bidder, by signature and submission of this document, makes the following declarations:

1. Bidder had reviewed and carefully examined the Plans in their entirety and understands that it is his/her responsibility, and in his/her material interest, to examine the project site and materials sourcing locations virtually (i.e. Google Earth) prior to submission of his/her bid.
2. Bidder is properly equipped, properly staffed, financially capable, and qualified to perform work of the nature and scope described in the Plans.
3. Bidder, subcontractors, and specialty contractors shall hold the appropriate business and/or Contractor licenses as applicable to legally provide construction services in the State of Washington.
4. Bidder has become familiar with all the conditions related to the proposed work, including the current availability of labor, materials, and equipment and considered the impact of seasonal climate on his/her ability to perform the work.

5. The bid is based on the materials and products specified in Plans and project RFP. No substitutions of materials or products have been considered in determining the prices set forth in this bid. Bidder is fully prepared to execute the work using the materials specified.
6. The Bidder agrees that the project will be Substantially Completed on or before December 31, 2023.
7. If awarded the contract, the Bidder will sign enter into a Contract with CTCR and furnish proof of insurance according to the following insurance requirements within ten (30) calendar days of the date of the Notice of Award:
 - a. Liability insurance, including general liability coverage, covering the services performed for TU. The policy limits shall be at least \$2,000,000 per occurrence and \$2,000,000 aggregate. The Contractor shall have CTCR named as an additional insured on this policy and shall provide CTCR with a certificate of insurance documenting this coverage.
 - b. Worker's Compensation Policy.
8. If Bidder enters into the Contract, Bidder will plan the work and diligently prosecute such work so that all work described in the Plans is completed within the performance time designated by the Agreement, to be further specified in the Notice to Proceed.
9. If Bidder enters into the Contract, Bidder will supply all equipment, tools, materials, personnel, transportation, and services required to prosecute the work, in its entirety, according to the provisions of the Plans (with the exception of Owner-supplied materials specified in the project RFP) for the prices indicated in the above bid schedule. Bidder understands that the quantities set forth in the bid schedule are estimates meant solely for the purpose of ascertaining a bid and that actual quantities required by the work may vary more or less and that payment will be made based on actual quantities of work performed.
10. If Bidder enters into the Contract, Bidder will agree to abide by the new Uniform Guidance for Grants in the expenditure of federal funds and certifies that it is not a party listed on the governmentwide exclusions in the System for Award Management (SAM). Furthermore, the Bidder shall not enter into contracts with parties listed on the governmentwide exclusions in the System for Award Management (SAM). All laborers and mechanics employed by Contractor or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the Federal Davis-Bacon and Related Acts. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, and that they are in compliance with all Federal employment laws. The Contractor is required to be an Equal Opportunity Employer.
11. If Bidder enters into the Contract, Bidder will provide the following bid guarantees, performance bonds, and payment bonds:
 - (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(d) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

BIDDER INFORMATION AND SIGNATURE

Bidder submits this proposal as a: [circle applicable one]

(Corporation) (Partnership) (Individual) (Joint Venture) If Partnership or Joint Venture, list all parties to the partnership or joint venture:

Name: _____ Address: _____

I, _____ (printed name) hereby declare, under penalty of perjury, that I am the _____ (title) of _____ (proper name of bidder) and am duly authorized to execute and submit this bid for and on behalf of Bidder and the to bind Bidder to the requirements and conditions thereof; and that all information, representations and declarations presented by this document are, to the best of my knowledge, true, accurate and complete. I submit this bid to perform the above indicated work in good faith and without reservation.

(Signature) (Date)

Any bidder may modify his or her bid by written or electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. Bids may be withdrawn prior to scheduled time for closing of the bids either by electronic or written request, or in person.