



## **Colville Tribal Federal Corporation Colville Gaming LLC**

729 Jackson Street, Omak WA 99141 (509) 634-0318 Kary Nichols or (509) 557-9969 Dan  
Moomaw

### **Request for Proposals**

**Demolition of Club House, Pool, Garage & Shed, Former Golf Course  
Office, Shop and Dumpsite Cleanup  
Located at the 12 Tribes Lake Chelan Casino  
Manson, WA**

#### **SECTION 1. GENERAL INFORMATION**

##### **1.01 Dates:**

Posted Date: 10-23-23

Deadline for Questions: 12-4-23

Closing/Opening Date: 1-2-24

##### **1.02 Description of Proposals:**

Colville Gaming LLC ("Gaming") seeks proposals from qualified entities ("Firms" or "Offerors") that have experience, expertise and equipment necessary for the demolition of the "MA8 Property" Clubhouse, Pool, Garage & Shed, Former Golf Course Office and Shop located in Manson, WA. Project will also include partial cleanup of informal dumpsite previously used on the property.

Demolition is defined as hazardous material testing, the demolition and removal of Clubhouse, Pool, Garage & Shed, Former Golf Course Office and Shop as well as the demolition and removal of site improvements including, but not limited to, foundations, landscaping, and mechanical infrastructure. See Appendix C for Standard Demolition Specifications.

Dumpsite cleanup is to include removal of solid waste, including vehicles, and liquid waste containers from dumpsite area in Northwest corner of MA8 Property, and properly disposing of waste products at a registered waste facility. Waste includes non-hazardous and potentially hazardous waste materials.

### **1.03 About Colville Tribal Federal Corporation – Colville Gaming LLC:**

The Colville Tribal Federal Corporation (“CTFC”) is a federally-chartered governmental corporation of the Confederated Tribes of the Colville Reservation organized under Section 17 of the Indian Reorganization Act. CTFC is the sole member of Colville Gaming LLC (“Gaming”), a limited liability company organized under the laws of the Confederated Tribes of the Colville Reservation.

### **1.04 Response Format:**

Proposals should be prepared simply and use no less than 12-point font. Proposals should begin with a completed Cover Page (Attachment A). Proposals should be complete, clear, and adhere to the required presentation structure by this RFP.

### **1.05 Completeness of Proposal**

The Firm must submit a completed Proposal signed by a Firm representative authorized to bind the proposing firm contractually. The Firm must identify on the form any exceptions the Firm takes to Gaming’s RFP, or declare that there are no exceptions taken.

### **1.06 Response Date and Location**

Proposals must be submitted no later than 4:00 p.m., PST, (1-2-24). Firms/Offerors must submit one (1) original and one (1) copy of the proposal. Include completed Attachment A, Cover Page, as first page. 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 “**CTFC MA8 Demolition Project RFP.**” Proposals may be sent by regular or express mail (FedEx or UPS). All proposals and accompanying documentation will become the property of Gaming and will not be returned. Firms accept all risk of late delivery of proposal regardless of fault. Proposals must be directed to Kary Nichols, 729 Jackson Street, Omak, WA 98841.

### **1.07 Firm’s Cost to Develop Proposals**

Costs for developing proposals in response to the RFP are entirely the obligation of the Firm and are not chargeable in any manner to Gaming, no exceptions.

## **SECTION 2. TERMS AND CONDITIONS**

### **2.01 Questions Regarding the RFP**

Requests for interpretation/clarification of this RFP must be emailed to [karynichols@ctfc.biz](mailto:karynichols@ctfc.biz). Unauthorized contact with other Gaming or CTFC employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and nonbinding.

All questions must be submitted no later than 4:00 p.m. PST, (12-4-23)

## **2.02 RFP Amendments**

Gaming reserves 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.

## **2.03 Rejection of Proposals**

Gaming 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 Gaming.

## **2.04 Proposal Signatures**

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

## **2.05 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, its 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 Gaming.

- 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 Gaming.
- C. Other Provisions
  - Commercial General Liability policies shall be endorsed to:
    - 1. Include Gaming, 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 Gaming.
    - 3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has be given to Gaming.
- D. Acceptability of Insurers
  - Insurance shall be placed with insurers with a rating acceptable to the Gaming.
- E. Verification of Coverage
  - Offeror awarded a contract under this RFP shall furnish Gaming with certificates of insurance required herein. The certificates are to be received and approved by Gaming before work commences. Gaming 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 have insurance coverage which complies with the requirements stated above and provide proof of such insurance prior to commencing any work.

#### **2.06 Ownership of Documents**

Any reports, studies, conclusions and summaries prepared by the Contractor for the purposes or use of this project shall become the property of Gaming.

#### **2.07 Hold Harmless**

The Firm shall hold harmless, defend, and indemnify Gaming officers, agents, and employees against any liability that may be imposed upon them by reason of the Firm's failure to provide worker's compensation coverage or liability coverage or to comply with any other applicable laws or regulations, or for any other damages attributable to the Firm or subcontractors it hires.

#### **2.08 Limitations on Costs and Expenses**

The Firm'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 Gaming.

#### **2.09 Dispute Resolution and Venue**

Gaming will require the selected Firm to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from Gaming's engagement of the Firm's services, including the application of Colville Tribal Law.

#### **2.10 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 Colville Tribal Code is available at <https://www.cct-cbc.com/current-code/>.

#### **2.11 Debarment**

Firm must complete and sign a Certification Regarding Debarment and Suspension (See Attachment B).

#### **2.12 Contract**

The selected Offeror will be required to enter into a contract which will include a "no assignment" provision indicating that the Contract may not be assigned without written consent of Gaming. Any increase in contract price or scope of work following execution of the contract requires a written modification signed by both parties.

### **SECTION 3. REQUESTED SERVICES**

#### **3.01 Scope of Work**

The Firm must provide a detailed list of the services they will provide that includes a time estimated to have the work completed.

Demolition cleanup will include all demolition and removal of Clubhouse, Pool, Garage & Shed, Former Golf Course Office and Shop, including site improvements, and landscaping. See Attachment C for

Standard Demolition Specification. This scope of work will be discussed in detail with the finalists to develop an agreed upon project scope that incorporates the approach of the contractor.

Dumpsite cleanup will include removal of surface waste from the dumpsite area, including the solid waste, vehicles, liquid waste containers, and other visible waste in the dumpsite area. This cleanup will not include soil remediation or removal of waste other than surface waste. Firm will need to dispose of all waste at appropriate facility and provide documentation of proper waste disposal.

See Attachment D for overview map of area and buildings for demolition.

See Attachment E for overview map of Dumpsite area.

### **3.02 Required Information**

The Firm's Proposal must include the following:

- A. Title Page - See Attachment A
- B. Transmittal Letter. A one- or two-page summary stating the Firm's understanding of the work to be done including Firm's experience in all facets of demolition and site cleanup.
- C. Statement of Qualifications:
  - a) Provide resumes for the individuals who would likely be assigned to this work including education, licensing information, and background accomplishments.
  - b) The Offeror must include a statement that they will procure any Colville Tribal Permits as required for this work, and any other approvals required by applicable law and regulations.
  - c) Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the Firm might have or encounter in providing these services.
  - d) References and their contact information.
  - e) 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 firm to provide the work described in the proposal, as well as rates for travel and other expenses when travel is necessary.

## **SECTION 4. PROPOSAL EVALUATION**

### **4.01 Scoring and Evaluation Factors**

Evaluations will be based on criteria as outlined below. All proposals will be evaluated using the same criteria and weighting. Gaming 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 in clearly stating an understanding of the work to be performed.  
(0-5)

2. Reasonableness of overall time estimates as well as identifying, and establishing time estimates for, each major section of the work to be performed (0-5)
3. Qualifications and experience of Offeror (0-5)
4. Indian preference (0-5)
5. Cost (0-10)

Maximum Points: (30)

#### **4.02 Contract Award and Execution**

A Contract will be negotiated by Gaming and the selected Offeror. If a Contract is not entered into within a reasonable time after selecting the proposal, Gaming may elect to cancel the award or award the Contract to the next highest-ranked Firm. No party may incur any chargeable costs prior to the execution of a final Contract.

**ATTACHMENT A: PROPOSAL COVER PAGE – Demolition of CTFC MA8 Buildings and Pool  
– 2023**

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)**

Cost of Services Demolition: \_\_\_\_\_

Cost of Services Dumpsite: \_\_\_\_\_

Overhead costs (describe in budget ) \_\_\_\_\_

Necessary travel \_\_\_\_\_

TERO Fees (if applicable) \_\_\_\_\_

Other (describe in budget) \_\_\_\_\_

Total Price \$ \_\_\_\_\_

Authorized Offeror Signature\_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Telephone\_\_\_\_\_

**ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.**

- A. The Firm certifies, to the best of its knowledge and belief, that:
1. The Firm/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 Firm 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 Firm shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Firm 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 Firm's responsibility. Failure of the Firm to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Firm'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 Firm 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 Firm 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

---

Name

---

Date



## **ATTACHMENT C: Standard Demolition Specifications**

### **1.2 SUMMARY**

This Section includes the following:

1. Demolition and removal of building, basements, and foundations.
2. Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4" in diameter, located outside of 5 feet from the structure shall remain and be protected during demolition.

### **1.3 DEFINITIONS**

**Remove:** Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Authority's property.

**Existing to Remain:** Protect items indicated to remain against damage during demolition.

### **1.4 MATERIALS OWNERSHIP**

Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain Gaming's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

### **1.5 SUBMITTALS**

**General:** Submit each item in this Article according to the Conditions of the Contract Specifications sections, for information only, unless otherwise indicated.

Proposed hazardous material pricing and measures.

Proposed dust-control measures.

Proposed noise control measures.

Schedule of demolition activities indicating the following:

Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

Inventory of items to be removed and salvaged.

Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

## 1.6 QUALITY ASSURANCE

Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.

Regulatory Requirements: Comply with governing Tribal and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

## 1.7 PROJECT CONDITIONS

Contractor is responsible to comply with any/all required demolition permits required by Tribal authorities.

Buildings to be demolished will be vacated and their use discontinued before start of work.

Conditions existing at time of inspection for bidding purpose will be maintained by Gaming as far as practical.

Storage or sale of removed items or materials on-site will not be permitted.

Landfill Disposal: Contractor shall supply Gaming with a copy of landfill and disposal receipts.

## PART 2- EXECUTION

### 2.1 EXAMINATION

Perform any asbestos or hazardous materials testing prior to any demolition efforts. Have samples tested in certified lab.

Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.

Perform surveys as the Work progress to detect hazards resulting from demolition activities.

### 2.2 PREPARATION

Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.

Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, ongoing business operations, and other adjacent occupied and used facilities.

Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Gaming and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

Protect existing site improvements, appurtenances, and landscaping to remain.

## 2.3 EXPLOSIVES

A. Use of explosives will not be permitted.

## 2.4 POLLUTION CONTROLS

Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820) Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

Additionally, contractors are required under authority of Section 114 (a) to allow EPA personnel to freely enter any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.

All demolition operations conducted by Demolition Contractor are to be in compliance with applicable provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

In addition, Section 113(c)(1) of the Act (42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine of not more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than \$10,000 or by imprisonment for not more than six months, or by both.

Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by Gaming. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

## 2.5 DEMOLITION

**Building Demolition:** Demolish buildings, structures, facilities, and other debris from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

Small buildings may be removed intact when permitted by the Gaming representative and approved by authorities having jurisdiction.

Break up and remove concrete slabs on grade, unless otherwise shown to remain.

Remove air-conditioning equipment without releasing refrigerants.

Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

**Below-Grade Construction:** Demolish foundation walls and other below-grade construction, as follows:

**Basement Excavation:** Below grade structures foundation/basement floor shall be totally removed.

**Filling Below-Grade areas:** Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials.

**Damages:** Promptly repair damages to adjacent facilities caused by demolition operations.

**Special Conditions**

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be repaired by the Contractor at his expense.

## 2.6 DISPOSAL OF DEMOLISHED MATERIALS

General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

Burning: Do not burn demolished materials.

Disposal: Transport demolished materials off property and legally dispose of them.

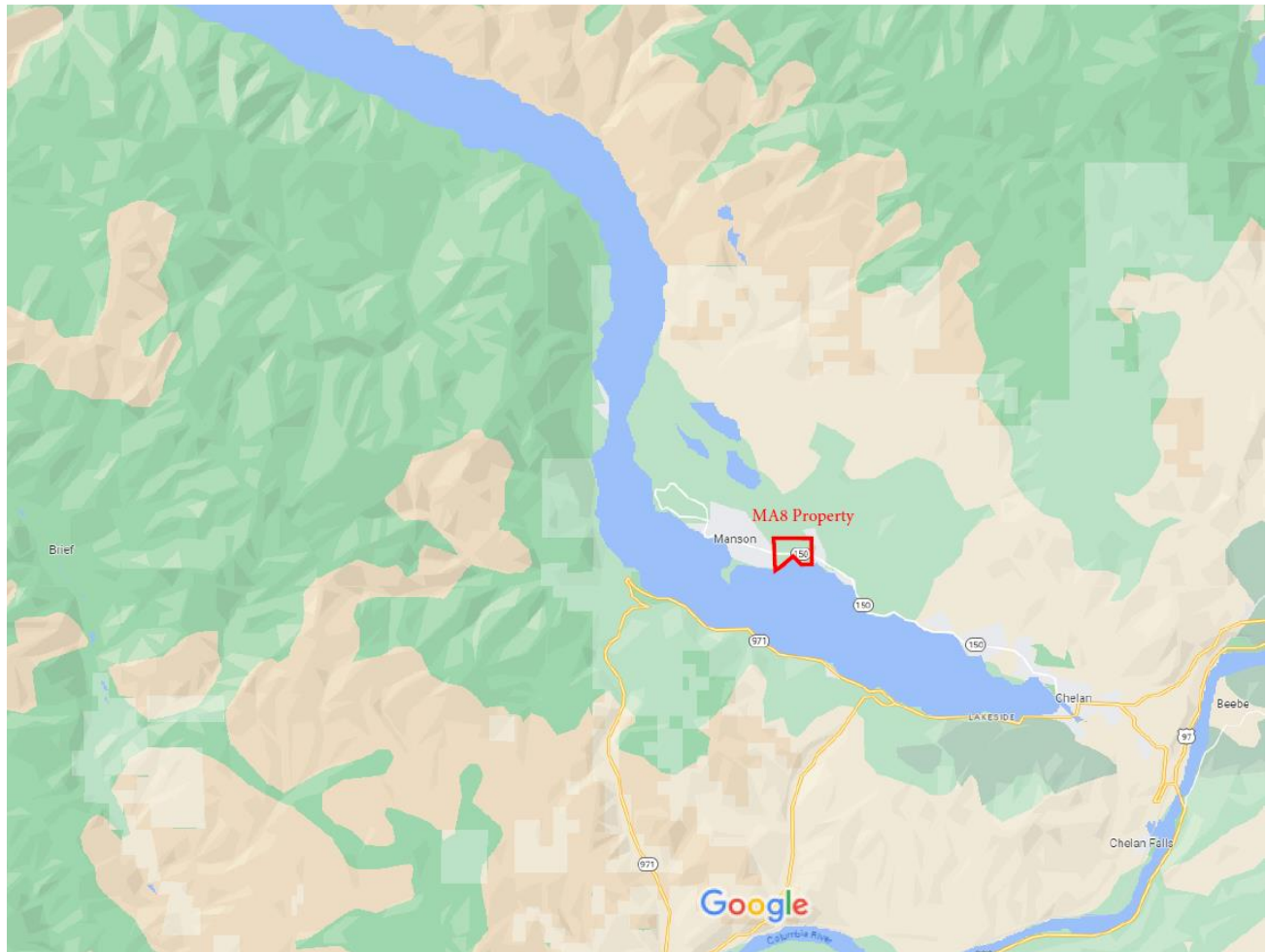
Contractor shall supply Gaming with a copy of all landfill and disposal receipts.

## 2.7 MEASUREMENT & PAYMENT

The work of Building Demolition shall not be paid for separately but shall be included in the lump sum project cost.

## ATTACHMENT D: OVERVIEW MAPS

### MA8 PROPERTY – MANSON, WASHINGTON



- Continued Next Page -

## Buildings for Demolition – MA8 PROPERTY





## ATTACHMENT E: DUMPSITE LOCATION (APPROXIMATE)

