



Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155

Request for Qualifications & Quote

Public Safety Facilities Fire Inspections, Maintenance

Section 1 : GENERAL INFORMATION

1.1 Description:

The Confederated Tribes of the Colville Reservation (Colville Tribes) Public Safety Division requests Qualifications and Quote from Fire suppression systems firms (Contractors) for a Fire Suppression,, Inspection and Comprehensive Service and Repair Agreement for the identified facilities as described in Attachment A for a term of five (5) years. The services provided must meet objectives as described herein. Our business hours are Monday thru Friday 7:30 and 4:00 p.m. excluding Saturdays, Sundays, Tribal and Federal holidays.

1.2 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.

1.3 Purpose of RFQQ

The purpose of this RFQQ is to solicit proposals from qualified Fire system firms (Contractors) to establish a Contract for Fire system Comprehensive Service and Repair Agreement and inspections for all identified Public Safety facilities that are maintained by the Colville Tribes. See Attachment A for a list of the Public Safety facility locations.

1.4 Background:

The Facilities Maintenance Department is responsible for maintaining the various facilities located throughout the Colville Reservation. The Colville Tribes is seeking a qualified firm for a Comprehensive Service and Repair Agreement to maintain the performance and extend the life of the Fire systems and he

Tribes would also like to minimize system failures, service interruptions and to insure safe operation of the equipment at the facilities listed in Attachment "A".

1.5 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. Contractor proposals must be submitted in the format specified below. Contractors that deviate from this format may be deemed non-responsive.

1.6 Completeness of Proposal

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

1.7 Proposal Response Date and Location

Proposals must be submitted no later than 2:00 p.m., PST, March 1, 2023. Firms/Offerors must submit 1 original and 3 bound copies of the proposal no more than 30 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 "Public Safety Facilities Fire system inspections and Maintenance " Proposals may be sent by regular, express mail (FedEx or UPS), electronically or hand delivered. 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 proposal regardless of fault. Proposals must be directed to Dorthey Zacherle, Contract Officer, PO Box 150/21 Colville Street, Nespelem, WA 99155 or dorthey.zacherle@colvilletribes.com.

1.8 Site Visitations

A site visit is required and will be held on February 21st. Site visits can be scheduled by contacting Nicole Ahlem, Sr. Executive Assistant for Public Safety at (509) 634-2082 or nicole.ahlem.psd@colvilletribes.com. By submitting his/her proposal, the Contractor acknowledges that he/she has satisfied him/herself as to the nature and locations of the work.

1.9 Contractor's Cost to Develop RFQQ

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

1.10 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

2.1 Questions Regarding the RFQQ

Requests for interpretation/clarification of the RFQQ document must be made in writing and submitted to Bryan McCleary by e-mail bryan.mccleary.cor@colvilletribes.com by mail PO Box 150 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 two (2) days for processing written questions received.

All questions must be submitted no later than 2:00 p.m. PST, February 20th, 2023. All responses will be posted on the Tribes' web site at: <https://www.colvilletribes.com/rfp> no later than 4:00 p.m. PST on the next business day after receipt of the question.

2.2 RFQQ Amendments

The Colville Tribes 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. 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.

2.3 Withdrawal of Proposal

Provided notification is received in writing, 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.

2.4 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.

2.5 Proposal Validity Period

Submission of a proposal will signify the Contractor'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 Contractor.

2.6 Proposal Signatures

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

2.7 Insurance Requirements

The Colville Tribes will require the selected Contractor to comply with the insurance requirements as listed in Attachment "B" the RFQQ. Questions regarding insurance requirements can be discussed with the Tribes Risk Management Office, (509) 634-2019.

2.8 Equal Opportunity Requirements

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

2.9 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a Contract shall comply with Tribal, Federal, State, and local laws, statutes and ordinances relatively 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 subject.

2.10 Ownership of Proposals and Documents

All materials submitted with this RFQQ shall become property of the Colville Tribes and not returned to the firm. The Colville Tribes has the right to use any or all information submitted in response to this RFFQ. Any restrictions on the use of data contained within the proposal must be clearly stated in the proposal. Each and every page that contains proprietary information must be marked "Proprietary". Disqualification or non-selection of a Contractor or proposal does not eliminate this right. Any reports, studies, conclusions and summaries prepared by the Contractor shall become the property of the Colville Tribes.

2.11 Confidentiality of Information

All information and data furnished to the Contractor by the Colville Tribes and all other documents to which the Contractor's 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 Contractor shall hold harmless, defend, and indemnify the Colville 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.

The Contractor shall defend, indemnify and hold harmless the Colville Tribes, acting through its agents, representatives, and employees from and against any and all claims, 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 Contractor, its officers, employees or agents. The Contractor agrees at its own expense and upon written request by the Colville Tribes to defend any suit, action or demand brought against the Colville Tribes on any claim or demand related to the project.

2.13 Safety

All applicable regulations pertaining to safety, the Contractor shall strictly adhere to including Tribal Occupational Safety and Health Act (TOSHA) standards and regulations and all applicable OSHA requirements. 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. A 5% TERO fee could apply to the subsequent contract and it is the responsibility of the respondent to contact the Colville Tribes TERO office at (509) 634- 2735 to verify.

2.15 Contractual Obligation

The contents of this RFQQ and response proposal will become a part of contractual obligations of the contract award. Failure of the firm to accept these obligations may result in the cancellation of award and the firm may be removed from future solicitation considerations.

Section 3: REQUESTED SERVICES

3.1 Duration of Services

The Colville Tribes anticipates the service period for this work to be as soon as contract is approved through September 30, 2028. The total duration of the Contract shall not exceed 5 years.

3.2 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 the most recent audited financial statement for your company.

Company Information: Complete table in **Form # 1**.

Client References: Complete table in **Form # 2**.

3.3 Certification regarding Debarment, Suspension or Proposed Debarment

The Contractor representative authorized to obligate and bind the firm must complete and sign **Attachment “C”**.

If the Contractor 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 Contractor’s non-performance or poor performance, and was either (a) not litigated; or (b) litigated and such litigation determined the Contractor to be in default.

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

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

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

3.4 Scope of Services

It is agreed upon between the Colville Tribes (Owner) and responding Firm (Contractor) that the intent of this Request for Qualifications & Quote is to include the required insurance, all permits, regulatory requirements, coordination with public utilities, and construction activities necessary to perform a complete job of Fire System Comprehensive Service and Repair and inspection at the locations listed in **Attachment “A”** – Public Safety Facilities and in accordance with the following scope of work:

This Request for Qualifications & Quote includes, but not limited to all supervision, labor, mobilization, freight, materials, testing, dewatering, traffic control, and equipment to perform and complete the work. In addition all safety related requirements; Contractor will provide all personal protective equipment

(PPE) such as harnesses, hardhats, safety glasses, breathing protection and that the service personnel are trained and qualified in their use, included is worker and public notification / protection, layout, hoisting, storage, material handling, security, dust control and clean-up as required by and/or for your work.

Before proceeding with the work, Contractor will procure and have in place all required permits from each applicable regulating authority.

Contractor will remove and dispose of at an offsite-licensed facility or landfill all demolition debris generated in the performance of your work.

A list of Public Safety Facilities to is attached as **Attachment “A”** – Public Safety Facilities. The contractor will need to visit each site to note equipment that will be serviced.

The Comprehensive Service Agreement will include:

Full Coverage service including all manufacturer recommended Preventive Maintenance services, inspections per current codes as required by NFPA standards, local code, state, and BIA. All weekly, monthly, quarterly, Bi-annual, annual, and 24 hour emergency response and all repairs and replacement of the Fire suppression systems required as a result of normal wear and tear, To reiterate, there will be no billable repairs on the covered equipment included under the Full Coverage Scope and will include all labor and material, including overtime if required. Examples of some of the Maintainable Components defined as those items which have moving parts or have an electronic or electrical function included in the Full Coverage Scope are:

- Fire alarm monitoring
- Fire alarm system
- Fire sprinkler system (bi annual testing , inspections)
 - Pull stations
 - Smoke detectors
 - Heat detectors
 - Panel communications
 - Audible, visual
 - Smoke dampers
 - Monitoring
- Fire Damper actuators and linkages
- Special hazards suppression systems
- Backflow system / risers

- Emergency and exit lighting
- Kitchen hood (bi annual testing, inspection)
- Portable fire extinguishers

Meet all NFPA 25, and special requirements of BIA and Correctional Facility requirements for routine inspections, testing, maintenance and assessment of fire suppression systems.

The Contractor will schedule quarterly coordination meetings with Public Safety Office personnel to review contract performance, billings, issues requiring attention etc. The Public Safety Office will be contacted immediately for issues requiring immediate attention.

Section 4: PROPOSAL EVALUATION

4.1 Evaluation Procedures

The Selection Committee will evaluate proposals. The Selection will consider how well the Contractor's proposal meets the needs of the Colville Tribes as described in the Contractor's 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.

4.2 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 base selection on other than the lowest cost solution. The objective is to choose the Contractor 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 Contractors and an award will be made to the best bid after Chapter 10-3 Indian Preference in Contracting has been applied. However the Colville Tribes will not consider price proposals from Contractors with a score of 75 or less.

Evaluation will be based on the following criteria and Proposals must specifically address and affirm the following:

A. Qualifications of the Firm:

1. Current Business / Contracting license with the State of Washington; provide a copy of license.
2. Diagram your proposed organizational structure for this project to include Owner, project manager or owner's representative, project team and any consultants.
3. Staffing; provide names and resumes of personnel that will be involved with the project and included your proposed organizational structure, that includes the required technical qualifications and experience with a statement indicating the task each individual will be assigned to perform. Provide required licenses and certifications such as Washington State 06A HVAC electrical license, CFC certified, First Aid/CPR, Fire Alarm Technician must be NICET 11 certified, the Plumber must be a Washington State Journeyman with a Backflow test certification as examples and any other required to perform the work. Provide evidence of training and experience with pneumatic temperature controls, DDC programmable controls, boilers and fire alarm systems and any factory training on our brand of equipment.

Submit a project plan that details how your Firm is structured and staffed to be able to self-perform all the tasks required. Show that your firm has the Service Technicians and resources available in locations that allow for an expected two hour response to all service locations and ability to complete major repairs in a timely fashion to minimize the effect on the building occupants. All work must be self-performed and under no circumstance shall the work be subcontracted to another firm.

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. Bidders 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 contractor and/or subcontractor to insure 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) 634-2735.

Submit with this proposal a completed TERO Utilization Plan for consideration, and a copy of the TERO certification of your firm if applicable, and describe your plan or approach to recruiting, hiring and training if required, Tribal members to work on this project.

C. Experience:

1. Contractor shall provide time in business with evidence of experience and quality services rendered in Comprehensive Service and Repair Agreements for Fire suppression Systems or similarly related services on Indian Reservations or in rural communities.
2. Provide your Safety Plan, Lock-Out/Tag-Out program, MSDS and any other information on your safety practices and procedures. Include your Hazardous Materials/Refrigerant Policy & five-year average of L&I safety experience factor.
3. An O&M service plan and schedule submittal will be a contract requirement to include a list of important data to be tracked over time, list of the tasks that target efficient operation of the equipment, an O&M service plan for each piece of equipment with the tasks to be performed, frequency and the expected time to perform them. Also included will be the systems with a list of tests to be included in each process, and a list of tests to be performed only as often as equipment performance indicates a need. Provide a copy or template of a similar plan your Firm has managed.
4. Business & Staff Experience; Management capacity, staff expertise, internal quality control and organizational structure. Describe how you will monitor quality of personnel performance and the operation of the maintained systems, include if you have a policy/procedures manual defining each O&M task; and describing the methods used for accomplishing the tasks; also if you have a database of PM tasks recommended either by the manufacturer or other reputable sources.

D. Record of Past Performance:

The proposing Contractor must demonstrate it has the administrative and technical capability to perform the required services on time. Provide examples of past performance in the following areas:

1. Record of timely completion of inspections, repairs; provide verifiable examples of performing above expectations.
2. As to documenting, tracking and reporting requirements, provide forms or past examples that address required service technician sign in log, equipment log cards that will give

Colville Tribes a quick understanding of the service status for each piece of equipment, a forms based service ticket that includes a complete task sheet listing the equipment serviced and explaining what was completed for every scheduled service call along with recommendations for improvements, repairs and replacements. It will be required that each inspection such as fire extinguishers be documented for each piece of equipment either on the equipment log card or on the service sheet and all test analysis results such as s be documented and provided. Test instruments are to have up-to-date and valid calibration documentation also provide a copy of the calibration label utilized by your Firm which at a minimum would identity the contractor, the technician performing the calibration and the date of calibration.

3. Colville Tribes will insist on requirements that address operating issues as well as the maintenance issues in the service agreement; provide operating plans or past examples that specifically address operation so the system functions correctly and efficient and as required by law meeting all codes.

Qualifications	20
TERO Certification documented & included	10
Experience	25
Record of past performance	20
Lump Sum Price	25

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

E. Lump Sum Price

In the spaces provided below the Contractors Price Proposal will consist of an annual Lump Sum Price guaranteed for three years for the Fire suppression system Inspections, Comprehensive Services Repair Agreement as provided for in this RFQQ and cost plus rates to repair equipment not listed and or covered by this RFQQ. Further, on additional sheets of paper the Contractor will provide a price breakdown for each Facility listed in **Attachment “A”**, that when added together will equal the Lump Sum Price.

4.3 Final Selection

After the review of the price proposals the Selection Committee will formulate their recommendation for award to the Contractor with the lowest bid after Chapter 10-3 Indian Preference in Contracting has been applied. If applicable, the recommendation will be forwarded to the Tribal Council for formal acceptance.

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

The Contractor selected, as the apparent successful Contractor will be expected to enter into a Contract with the Colville Tribes. If the selected Contractor 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 highest ranked Contractor. 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 on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Colville Confederated Tribes may discuss with the selected Respondent offers for cost reduction and other elements of the Respondent's proposal. If the Colville Confederated Tribes determines that it is unable to reach a contract satisfactory to the Colville Confederated Tribes with the selected Respondent, then the Colville Tribe will terminate discussions with the selected Respondent and proceed to the next Respondent 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. The contract file must state in writing the basis upon which the award is made.

Annual Price of the Fire Suppression, Inspection & Comprehensive Services and Repair Agreement Guaranteed for five years.

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

Cost Plus rates to repair equipment not listed and or covered by this RFQQ

Service Calls hourly rate including all fees and taxes (regular hours) \$ _____

Service Calls hourly rate including all fees and taxes (Holiday/after hours) \$ _____

Materials and equipment markup % including all fees and taxes \$ _____

Contractor Signature _____ Title _____

Contractor Name _____

Address _____

Telephone _____ License # _____

Form #1 - Company Information

Company Information

Name of Parent Company _____

DBA (if applicable) _____

Address _____

UBI # L&I # _____

Point of contact _____

Phone # _____

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 _____

Attachment A: Public Safety Facilities

1. Colville Tribal Correctional Facility, Courts building

38 & 44 Schoolhouse Loop Rd, Nespelem, WA 99155

- 1-Fire extinguishers
- 2-Fire alarm system (Bi annual)
- 3-Kitchen hood (Bi annual)
- 4-Flammable storage building (Bi annual)
- 5-Fire risers
- 6-Back flow
- 7-Monitoring

Courts

- 1-Fire extinguishers
- 2-Fire alarm system
- 3-Fire risers
- 4-Monitoring

2. Colville Tribal Police Department

28 Okanogan Street, Nespelem, WA 99155

- 1-Fire extinguishers

3. Colville Tribal EMS, Fire & Rescue- Nespelem

405 10th Street, Nespelem, WA 99155

- 1-Fire extinguishers
- 1-Fire extinguishers

4. Colville Tribal EMS, Fire & Rescue- Inchelium

3043-B Bridge Creek Rd, Inchelium, WA 99138

- 1-Fire extinguishers

5. Peacemakers Circle:

7 Lakes St, Nespalem, WA 99155

1-Fire extinguishers

6. Tribal Occupational Safety & Health Act:

14 Wenatchi Street, Nespalem, WA 99155

1-Fire extinguishers

Attachment B: Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFQQ 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 be 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 RFQ 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 RFQQ must provide coverage, which complies with the requirements state herein.

Attachment C: Certification Regarding Debarment

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, 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) 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