



# **Confederated Tribes of the Colville Reservation**

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

## **Request for Qualifications & Quote Inchelium Senior Meal Site Design and Construction Documents**

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

#### **1.01 Description**

The Confederated Tribes of the Colville Reservation (Colville Tribes) Facilities Construction Management Department is seeking an Architectural / Engineering Firm (Consultant) to provide Programming, Site Analysis, Schematic Design, Design Development, Construction Documents and Bid Phase services for a new Inchelium Senior Meal Site to be located on 3-acres at intersection of Bosie Haul Rd. and Black Bird Dr. Inchelium, WA 99138 on the Colville Reservation. The services provided must meet objectives as described herein.

Our business hours are Monday thru Friday 7:30 a.m. to 4:00 p.m. excluding Saturdays, Sundays, Tribal and Federal holidays.

#### **1.02 Introduction**

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

Selected Consultant must apply for and receive a Traders License through the Bureau of Indian Affairs.

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

The purpose of this RFQQ is to solicit proposals from Architectural / Engineering Firms licensed to do business in Washington State to provide professional services in support of the Colville Tribes Inchelium Senior Meal Site Project. The instructions on proposal preparation, required documents, eligibility requirements and evaluation criteria are provided herein.

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

Furnish all supervision, labor, materials, equipment, travel, consumables, testing and document reproduction required to complete the Programming, Site Analysis, Schematic design, Design Development, Construction Documents and Bid phase services in support of the Colville Tribes estimated 5,500 square foot new Inchelium Senior Meal Site project as described in this RFQQ and to be located at the intersection of Bosie haul Rd. and Black Bird Dr. Inchelium, WA 99138.

### **1.05 Response Format**

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

### **1.06 Completeness of Proposal**

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

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

Proposals must be submitted to the Confederated Tribes Project COR no later than 2:30 pm May 26, 2023. The FedEx delivery address is Paul Tillman Project COR, Colville Confederated Tribes, 1 Colville St. Nespelem, WA 99155; hand delivery at the Facilities Construction Management Office, Yellow Cloud Building, 28 Lakes St., Agency Campus, 2 mi south of Nespelem, WA 99155, and or USPS Paul Tillman Project COR, Colville Confederated Tribes, PO Box 150, Nespelem, WA 99155. All proposals and accompanying documentation will become the property of the Colville Tribes and will not be returned. Consultant accepts all risk of late delivery of mailed proposal regardless of fault.

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

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

### **1.09 Site Visitations**

A site visit is not required, but is highly recommended and can be scheduled by contacting Mr. Paul Tillman, Project COR at (509) 634-2402. By submitting his/her proposal, the Consultant acknowledges that he/she is satisfied as to the nature and locations of the work, and certifies has all information required to perform to the requirements of this RFQQ.

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

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

### **1.11 Governing Law**

This RFQQ and the project contemplated shall be subject to the laws of the Confederated Tribes of the Colville Reservation. The applicant consents to the jurisdiction of the Colville Tribes. Nothing in this document, including attachments and exhibits, shall be deemed to waive the sovereign immunity of the Colville Tribes, which is hereby expressly re-affirmed. The terms of this paragraph shall supersede any conflicting or contrary provisions in the RFQQ, including attachments and exhibits.

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

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

Requests for interpretation/clarification of the RFQQ document must be made in writing and submitted to Mr. Paul Tillman, the Project COR, by e-mail [paul.tillman@colvilletribes.com](mailto:paul.tillman@colvilletribes.com), fax (509) 634-2433 or by mail to PO Box 155 Nespelem, WA 99155. Unauthorized contact with other tribal employees regarding this RFQQ may result in disqualification. All oral communications will be considered unofficial and non-binding on the Colville Tribes. Allow seven (7) days for processing written questions received. All questions must be submitted no later than 10 days from the RFQQ Closing Date.

### **2.02 RFQQ Amendments**

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

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

### **2.03 Withdrawal of Proposal**

Provided notification is received in writing, proposals may be withdrawn at any time 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 Colville Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Colville Tribes.

### **2.05 Proposal Validity Period**

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

### **2.06 Proposal Signatures**

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

### **2.07 Insurance Requirements**

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

### **2.08 Equal Opportunity Requirements**

The Colville Tribes is an equal opportunity employer and requires all Consultants to comply with policies and regulations concerning equal opportunity.

The Consultant, in the performance of the Contract, agrees not to discriminate in its employment because of the employees or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

#### **2.09 Other Compliance Requirements**

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Consultant awarded a Contract shall comply with Tribal, Federal, State and local laws, statutes and ordinances 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 Documents**

Any reports, studies, conclusions, drawings, specifications and summaries prepared by the Consultant shall become the property of the Colville Tribes.

#### **2.11 Confidentiality of Information**

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

#### **2.12 Hold Harmless**

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

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

#### **2.13 Safety**

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

#### **2.14 TERO**

The Colville Tribal Employment Rights Ordinance (TERO) shall apply to this RFQQ and subsequent Contract to the extent any of the work to be performed under this RFQQ is performed on or near the Colville Reservation. No work shall take place until a TERO Utilization Plan has been signed, approved, and filed with the TERO Office. The 5% TERO fee could apply to the subsequent contract and it is the responsibility of the Consultant to contact the Colville Tribes TERO office at (509) 634-2716 to verify.

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

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

The Colville Tribes anticipates the service period for this work to be from approximately July 14, 2023 through July 13, 2024. The total duration of the Contract shall not exceed 365 days.

#### **3.02 Information**

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

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

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

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

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

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

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

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

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

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

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

### **3.04 Cost Proposal**

The cost proposal is to include but not limited to the following design services for all phases of work as described below in 3.05 Scope of Work:

- Architectural
- Interior Design (finishes, millwork, cabinetry, custom features)
- Furniture Selection (selection of all back of house and public furnishings, with complete drawings and specifications for bidding)
- Signage Design (complete drawings and specifications for bidding)
- Landscape Architect
- Civil Engineering (including right-a-way improvements at the project site)
- Structural Engineering (including any site retaining walls and loading dock walls)
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering (including site lighting and exterior building lighting)
- Low Voltage – meet with the Tribes IT department for requirements and provide complete design drawings and specifications for the following systems:
  - Fire alarm
  - Door security/control
  - Surveillance cameras/system – including parking lots
  - Audio and Visual systems (public spaces and meeting rooms)
  - Voice and Data
  - Main Computer Room, IDF closets and cable trays
- Kitchen Equipment
- Storage Systems / Climate Controls
- Specifications and Schematic layouts for a bidder designed fire suppression system

The Consultant cost proposal shall be a Lump Sum Price based on the estimated 5,500 square foot structure and if the structure increases or decreases by more than 10% the Colville Tribes will negotiate with the Consultant for an equitable increase or decrease in fees for the services. Include all costs associated with the performance of this RFQQ. The Consultant shall also provide a Unit Price Schedule to include job titles and hourly rates inclusive of all direct and indirect costs and all applicable taxes for reimbursable expenses for services requested not covered or included in this RFQQ and shall be clearly marked “**Attachment D – Unit Price Schedule**”.

### **3.05 Scope of Work**

It is agreed upon between the Colville Tribes (Owner) and responding Architectural / Engineering Firm (Consultant) that the intent of this Request for Qualifications and Quote is to include all applicable codes, regulations, and standards that have the same force and effect, and are made part of this RFQQ as if copied directly into this document, or as if published copies are bound herewith. Consultant is responsible and liable for full compliance with all Tribal, Federal, State, and local regulations regarding the work to be performed.

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

Consultant is to provide Programming, Site Analysis, Schematic design, Design Development, Construction Documents, Bid phase services and limited construction administration in support of the Colville Tribes new Inchelium Senior Meal Site. Under “**Attachment C – Site Location**” of this RFQQ is a picture of the 3-acre site location at the intersection of Bosie Haul Rd and Black Bird Dr. Inchelium, WA 99138.

**Pre-Design Project Programming:** Develop a comprehensive program of objectives for the project defining the key parameters and objectives of the design work. Describe the functions and number of room types, and building systems such as electrical and mechanical, kitchen and any other special equipment. Describe the required interior finishes and any exterior design features, landscaping and parking.

After review of “**Attachment B - Draft Floor Plan**”, meet as required with the Inchelium Senior Meal Site Working Group as necessary to identify specific departmental and room occupancies and create room function and relationship criteria. Provide a review and analysis of the functional and organizational relationships such as interaction of the Senior Meal Site program, public requirements, and objectives for the project. Create a bubble diagram of the room-by-room interaction matrix with important relationship rankings. After determining the spatial requirements, create horizontal diagrammatic block plans with relative spatial requirements. Identify all rooms and corridors; provide exit analysis. Provide a written program of requirements summarizing the Colville Tribes objectives, criteria, constraints and schedule.

Sustainable Design Best Practices will be an integral part of this Project with USGBC – LEED v3, level silver or better required, however the Colville Tribes is not pursuing certification at this time.

**Site Analysis, Evaluation and Selection:** Provide planning surveys, site evaluation, feasibility studies of the project site identified as the 3 acres at the intersection of Bosie Haul Rd. and Black Bird Dr. Inchelium, WA 99138. Include aspects of the natural site and existing conditions that will influence the design options.

Furnish surveys describing physical characteristics, legal limitations, and a written legal description of the site. The surveys and legal information shall include as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way; restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees. Prepare infrastructure studies that reflect the available water to include hydrant testing, sewer, storm water, electric to include contacting the local provider to identify any additional requirements for the new facility, communication and data, both public and private, above and below grade, including inverts and depths, and traffic access and circulation of each site. All the information on the surveys / studies shall be referenced to a site Project benchmark.

Prepare any special surveys, environmental studies, assessments and submissions required for approval by governing authorities having jurisdiction over the project.

The Colville Tribes will provide the required Archaeological studies and oversight; the Consultant shall provide a geotechnical engineering evaluation of the subsurface conditions at the site describing the seismic setting and provide final geotechnical conclusions for design.

**Schematic Design:** Based on the approved program and the site analysis provide the conceptual design of the project that establishes the size, quality and character of the entire project, and illustrates the scales and functional relationships between project components.

Provide conceptual plans and with diagrammatic indications show horizontal relationships, preliminary building with principal floor plans, sections through the site showing vertical relationships, general descriptive views or elevations and or other drawings. Provide outline specifications or other documents required communicating the design intent, its architectural, structural, mechanical and electrical systems, materials, and other elements of the project as may be appropriate.

Provide a basic anticipated schedule of project to completion based on the schematic design and reflecting the major design and construction elements to complete.

Provide a general cost estimate reflecting the program, site and schematic design. Provide an analysis of operating costs based on the design.

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

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

**Construction Documents:** Review the program; re-check the Design Development documents for code compliance and coordinate revisions to the drawings and specification. Prepare a one-fourth size mock-up of all project drawings, their sequence, and the information to appear on each sheet; link notes and/or details with CSI numbers. Verify applicable prevailing wage rate statute if required and include in the General and Supplementary Conditions; submit all for review. Revise documents as required; assemble final drawings and specifications as approved.

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

**Bid Phase Services:** Consultant will be required to create all Bid documents to include any Alternates, Advertisement of Bid, Bid Tabulation documents, and record responses to bidder's requests for clarification in the form of a written Addendum distributed to all bidders. With the Tribes approval contact and coordinate with the Tribes printing company/Plan Room regarding printing and distribution of all Bid related documents while monitoring print quantities and costs. Consultant will also create, maintain or update to distribute when requested a Plan Holders List.

Consultant will be required to hold a pre-bid conference, prepare a report and distribute copies. Will provide ongoing support to the Tribes during the Bid Phase to include but not limited to direct contact with potential General Contractors and Subcontractors regarding notification of project type, project scope, timing of construction phases, availability of bid documents, etc.



Consultant will provide the same support with potential Material Suppliers and Manufactures regarding notification of the specification of their products and equipment and information regarding plan holder list with potential bidders.

Consultant will have ongoing contact with bidders and material suppliers regarding questions and interpretation of bid documents. Consultant will also provide ongoing review with approval or rejection of product substitution or equivalency requests by bidders or material suppliers and notify bidders of accepted substitutions by addendum.

Consultant shall prepare a bid tabulation form, assist the Colville Tribes in the receipt, tabulation, analysis of bids and check for irregularities. Notify bidders of acceptance or rejection; obtain return of bidding documents from unsuccessful bidders and returning their deposits. Assist the Colville Tribes in preparation of the AIA General Conditions document.

**Tribal Council and Public Presentations:** In addition to required meetings with the Working Group the Consultant will be required to attend 2 ea. Tribal Council and 6 ea. Public District meetings to provide reports and presentations on the progress of the project. The Tribal Council meetings will be held on the Agency Campus and the district meetings will be held in Inchelium.

**Limited Construction Administration:** Limited Construction Administration support includes Shop Drawings and Product Data Submittal review and action, RFI review and response, Punch List creation and associated trip fees, equipment startup inspection/commissioning and Miscellaneous Owner assistance.

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

## **Section 4: PROPOSAL EVALUATION**

### **4.01 Evaluation Procedures**

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

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

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

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

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

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

**A. Qualifications of the Firm:**

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

1. Provide an overview of your firm, its organization, history and recent projects in Senior Meal Sites and or other projects that illustrates the expertise your firm would bring to the project.
2. Diagram your proposed organizational structure for this Project to include; owner, project manager/owner's representative, your project team, and other consultants.
3. Resume' of personnel that will be involved with the project, including the Professional qualifications and experience with a statement indicating task each individual will be assigned to perform. Provide the name and contact information for the person in your firm who will serve as the point of contact for this RFQQ process.
4. Submit a project plan that details the work to be conducted. Include the time line (Gantt Chart showing each phase or task of the work, when that phase or task will begin, how long it will continue, and when it should end) for each item of work. The schedule should also include milestones and approval hold points within the 365-day performance period that includes construction administration. Cost load the schedule to include your proposed payment schedule based on completed services.

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

Notice is hereby given that the Confederated Tribes of the Colville Reservation has in force Title 10 Employment and Contracting; Chapter 10-1 Tribal Employment Rights Ordinance (TERO), and Chapter 10-3 Indian Preference in Contracting, covering but not limited to Indian employment, training, contracting and subcontracting. Consultants are directed to contact the Colville Tribal TERO department to obtain complete information regarding compliance requirements and responsibilities under the law. It is also incumbent on the Consultant and/or sub consultant to 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) 634-2716.

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

**C. Experience:**

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

At a minimum, provide the following information:

- a. Project name and year constructed
  - b. Client name and contacts
  - c. Location of project
  - d. Size and type of building
  - e. Surface parking
  - f. Project amenities, kitchen etc.
  - g. Final construction cost and duration.
4. Business & Staff Experience; management capacity, staff expertise, internal quality control and document control.

**D. Record of Past Performance:**

The proposing Consultant must demonstrate it has the administrative and technical capability to perform the required services on time and within the project budget.

1. Record of timely completion of projects.
2. Changes in the work; disclose charges and/or fees for Amendments once your service had commenced, construction cost estimating and or cost control.
3. Internal measures provided for timely completion and cost control, and your policy regarding charges for delays or project suspension.
4. Person responsible for the schedule and budget.

**E. Lump Sum Price:**

The proposing firm, Lump Sum Price will be evaluated.

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

Qualifications	20
Indian Preference Requirements	
TERO Certification of Firm	
TERO Compliance and Utilization Plan	10
Experience	20
Record of past performance	20
Lump Sum Price	30

**4.03 Consultant Presentation, Committee Interview**

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

**4.04 Final Selection**

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

**4.05 Contract Award and Execution**

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

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

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

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Colville Confederated Tribes may discuss with the selected Consultant offers for cost reduction and other elements of the Consultant proposal. If the Colville Confederated Tribes determines that it is unable to reach a contract satisfactory to the Colville Confederated Tribes with the selected Consultant, then the Colville Tribe will terminate discussions with the selected Consultant and proceed to the next Consultant in order of selection ranking until a contract is reached or The Colville Tribe has rejected all proposals. The Colville Confederated Tribes may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The Colville Confederated Tribes reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Colville Confederated Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Colville Confederated Tribes and to temporarily or permanently abandon the procurement. If the Colville Confederated Tribes award a Contract, it will award the contract to the offeror or offerors whose proposal is the most advantageous to the Colville Confederated Tribes and offers the best value, considering price and the evaluation factors set forth in the RFQQ.

**Inchelium Senior Meal Site, May 26, 2023**

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

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

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

Address \_\_\_\_\_

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

Exceptions: \_\_\_\_\_

## Form #1 – Company Information

### Company Information

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

## Form # 2 – CLIENT REFERENCES

### Client Reference # 1

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

Address \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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

### Client Reference # 2

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

Address \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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

### Client Reference # 3

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

Address \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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



- C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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Consultant Signature

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

## **Attachment A – INSURANCE REQUIREMENTS**

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

### **A. Minimum Insurance**

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

### **B. Self-Insured Retentions**

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

### **C. Other Provisions**

Commercial General Liability policies shall be endorsed to:

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

### **D. Acceptability of Insurers**

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

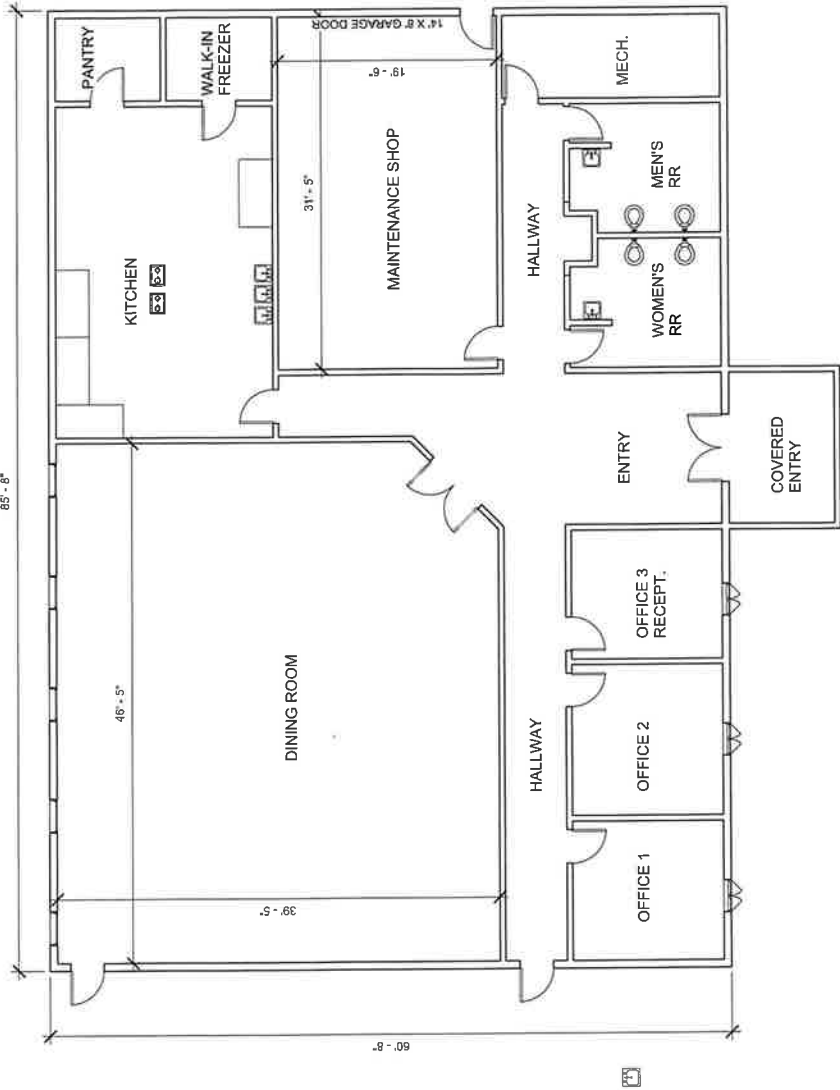
E. Verification of Coverage

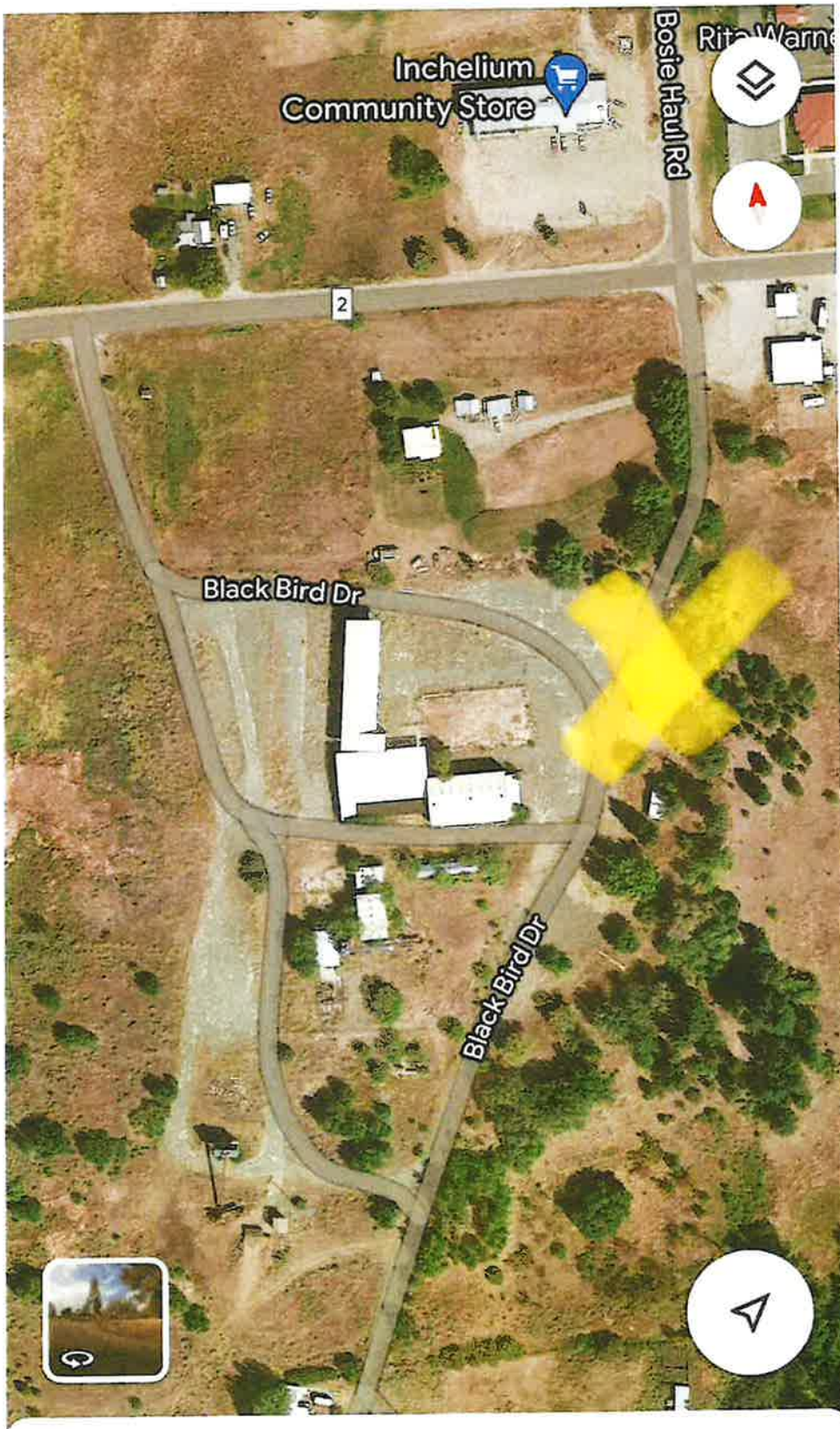
Consultant shall furnish the certificates of insurance required by this clause. The certificates are to be received and approved by the Colville Tribes before work commences. The Colville Tribes reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

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

"Attachment B-Draft Floor Plan"





"Attachment C - Site Location"

Inchelium

Washington 99138

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