

Confederated Tribes of the Colville Reservation PO Box 150, Nespelem, WA 99155

Request for Qualifications & Quote EMS / Fire and Rescue Inchelium Station Construction

Section 1: GENERAL INFORMATION

1.01 Description:

The Confederated Tribes of the Colville Reservation (Colville Tribes) EMS / Fire and Rescue Program is seeking Qualifications and Quotes from qualified firms or individuals to design and construct a decontamination facility with shower, patient triage area, training, and supply storage area to the existing bay apparatus at the Inchelium Station as described in the Scope of Work section below. This is a federally funded project and the contractor will be required to be registered in <u>SAM.gov</u>. Davis Bacon Wages will apply.

<u>1.02</u> 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 aces, 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 in four distinct districts.

Our standard business hours are Monday through Thursday, 7:00 am to 5:30 pm excluding Saturdays, Sundays, Tribal and Federal Holidays.

1.03 Purpose of RFQQ

The purpose of this Request for Qualifications & Quote is to select the most qualified firm or individual to provide construction services at the Inchelium Station to add a decontamination facility with shower, patient triage area, training, and supply storage area to the existing bay apparatus and enter into a Tribal Construction Contract.

1.04 Background:

The EMS / Fire and Rescue program is responsible for providing emergency medical / ambulance services and structural firefighting / rescue to all residence and community members of the Colville Indian Reservation. Currently seeking a qualified firm or individual to provide construction services at the Inchelium Station located at 3043 Bridge Creek Road, Inchelium, WA to add a decontamination facility with shower, patient triage area, training, and supply storage area to the existing bay apparatus.

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

1.06 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 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 of the Colville Reservation, Attn: Dorthey Zacherle, Contracts Officer, Purchasing Program, PO Box 150 / 21 Colville Street, Nespelem, WA. 99155 or <u>dorthey.zacherle@colvilletribes.com</u> no later than 2:00 pm, Pacific Standard Time (PST), October 18, 2023. 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 Colville Tribes and will not be returned. Contractors accept all risk of late delivery of mailed proposal regardless of fault.

1.08 Required Number of Proposals

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 points. 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 "Inchelium Station Construction RFP".

1.09 Site Visitations

A site visit is required and will be held on September 14, 2023. Site visits can be scheduled by contacting Jesse Schumacher, Lieutenant at (509) 722-7046 or <u>jesse.schumacher@colvilletribes.com</u>. By submitting his / her proposal, the Contractor acknowledges that he / she has satisfied him / herself as to the nature and location of the work.

1.10 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.

1.11 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 Tries. 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 Jesse Schumacher, Lieutenant by email to jesse.schumacher@colvilletribes.com or by mail to EMS / Fire and Rescue, 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. All questions must be submitted no later than 4 work days prior to the RFQQ Closing Date.

2.02 RFOO 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 will become part of the RFQQ. It is the Contractor's responsibility to check the Tribe's website (<u>www.colvilletribes.com</u>) for the issuance of any amendments prior to submitting a proposal response.

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 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.

2.06 Proposal Signatures

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

2.07 Insurance Requirements

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

2.08 Equal Opportunity Requirements

The Colville Tribes recognizes equal opportunity in employment 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.

2.09 Other Compliance Requirements

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

2.10 Ownership of Documents

All materials submitted with this RFQQ shall become the property of the Colville Tribes and will not be returned to the firm or individual. The Colville Tribes has the right to use any or all information submitted in response to this RFQQ. 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 relate to the project.

2.13 Safety

All applicable regulations pertaining to safety, the Contract Manager 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 site.

2.14 TERO

The Colville Tribal Employment Rights Ordinance (TERO), including the 5% TERO fee, 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 respondent to contact the Colville Tribes TERO office at (509) 634-2735 to verify.

2.15 Appropriated Funds

Any contract awarded pursuant to this RFQQ is subject to the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1st to September 30th. This is a federally funded project and any required payments under the contract are contingent on the availability of funds.

2.16 Basic Eligibility

The successful firm must be licensed to do business in the State of Washington and certified through TERO. This is a federally funded project and the contractor will be required to be registered in <u>SAM.gov</u>. Davis Bacon Wages will apply.

2.17 Contractual Obligation

The contents and responses of this RFQQ 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 or individual may be removed from future solicitation considerations.

Section 3: REQUESTED SERVICES

3.01 Duration of Services

The Colville Tribes anticipates the service period for this work to be for no longer than 5 months from start date. The total duration of the Contract shall not exceed 5 months. Contractor will be subject to a monthly review of performance, quality and compliance with the terms of the contract.

3.02 Information

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

- a. RFQQ Cover Page Form #1 Part A
- b. RFQQ Services Cost Form # 2 Part B
- c. Company Information Form #3
- d. Client References Form #4

e. 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 statements for your company.

3.03 Certification Regarding Debarment, Suspension or Proposed Debarment

The Contractor representative authorized to obligate and bind the firm must complete and sign a Certification Regarding Debarment, Suspension or Proposed Debarment - 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 RFP 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, nonallocation 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 Confederated Tribes of the Colville Reservation RFQQ – Inchelium Station Construction terminations for default is also not acceptable.

3.04 Detailed Cost Proposal

The Contractor's proposal shall include all direct and indirect costs to complete all tasks identified in Section 3.05 Scope of Work. All cost breakdown shall be provided in Form #2 - Part B. Expenses must include as applicable any and all travel, overhead, collection costs, materials and supplies, telephone, computer, facsimile machine, office equipment, personnel costs (salary & fringe benefits), licensure, lab fees, training expenses and materials, sub-contracts (if applicable) and any other costs the contractor will incur for this contract.

Be sure to complete parts A & B of Forms #1 and #2. Forms returned with calculation errors may be deemed non-responsive.

3.05 Scope of Work

It is agreed upon between the Colville Tribes (Owner) and responding Firm (Contractor) that the intent of this Request for Qualifications and Quote is to include the required insurance, all permits, regulatory requirements, coordination with public utilities, and construction activities necessary for proper execution and completion of the project based on the standards and specifications in Attachment "A" and in accordance with the following scope of work:

This Request for Qualifications and 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.

The standards and specifications are listed in Attachment "A". The contractor will need to visit the site to note the necessary provisions for the execution and completion of the construction work that will need to be done.

The following provides the Tribes initial concept of the work anticipated and deliverables. 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 as well as the initial concept of the Tribes.

1. Design, build, and construction services

Requesting RFQQ from a qualified design and build firm or individual to provide design and construction services for a 30×40 addition off the back or side (based on the

contractor's recommendation and our agreement to the recommendation) of an existing apparatus bay for the Inchelium EMS / Fire and Rescue Station located at 3043 Bridge Creek Road, Inchelium, WA. Firms or individuals interested in providing Design, Build, and Construction Services relating to the conceptual design of the construction to add a decontamination facility with shower, patient triage area, training, and supply storage area to the existing Inchelium Station bay apparatus should submit proposals. The Contractor ultimately selected will provide full Building Construction and Engineering Services for the project.

All proposed work shall comply with Federal, State, Tribal and local laws, statutes and ordinances relative to the execution of the work. The Contractor shall be thoroughly familiar with the current Accessibility regulations and ADA requirements as it relates to the Inchelium Station construction.

Site design, building architectural and engineering designs shall be under a single contract for a cost of the work with a Guarantee Maximum Price. This includes, but not limited to, site survey and soil testing as required; necessary permit and fees; and civil and service utility plans.

2. Payment Requirement.

When submitting a request for payment the contractor will be required to submit to the Contract Officer Representative (COR).

• Bill for services with materials and labor times.

3. Insurance and Certification: Provide:

- General Liability Insurance
- Workers Comp Insurance
- 4. Surety Bonds: Provide identifying Confederated Tribes of the Colville Tribes as owner:
 - Bid Bond for 5% of total contract project
 - Performance Bond for total cost of project.
 - Payment Bond for total cost of project.

Administrative Information

Submit RFQQ to: Confederated Tribes of the Colville Reservation Purchasing Program Attn: Dorthey Zacherle, Contracts Officer PO Box 150 Nespelem, WA 99155 Email: <u>dorthey.zacherle@colvilletribes.com</u>

Section 4: PROPOSAL EVALUATION

4.01 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.

4.02 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 selection 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 <u>only</u> 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 required to perform the work.

Submit a project plan that details how your Firm is structured and staffed to be able to perform all the tasks required. Show that your firm has the necessary staff and resources available to complete the construction project.

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 site design, building architectural and engineering designs 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 Policy & five-year average of L&I safety experience factor.
- 3. Business & Staff Experience; Management capacity, staff expertise, internal quality control and organizational structure. Describe how you will monitor quality of personnel performance and skills to be able to perform all the tasks required. Show that your firm has the necessary staff and resources available to complete the construction project.

D. Record of Past Performance:

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

- 1. Record of timely completion of construction projects; provide verifiable examples of performing above expectations.
- 2. As to documenting, tracking and reporting requirements, provide forms or past examples

that address the ability to perform required services, schedule of implementation, and performance benchmarks that will give Colville Tribes a quick understanding of how your firm will meet the minimum requirements requested.

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

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

4.03 Final Selection

After the review of the price proposals, the Selection Committee will formulate their recommendation for award of the Contract and process in accordance with established Tribal contracting policies and procedures for review and approval. If applicable, the recommendation will be forwarded to the Tribal Council for formal acceptance.

4.04 Contract Award and Execution

The Colville Tribes reserves the right to make an award without further discussion of the proposal submitted. 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. 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. A sample Tribal contract is provided in Attachment F. 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 re-solicit 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 RFP. The contract file must state in writing the basis upon which the award is made.

FORM # 1 – Part A

RFQQ COVER PAGE

Confederated Tribes of the Colville Reservation EMS / Fire and Rescue Inchelium Station Construction

Firm Name:
Firm Address:
Contact Person:
Title:
Telephone Number:
Fax Number:
E-mail address:

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IV. Attachments:

Resumes References

Proposals are to be stapled in the top left corner with no other bindings or binders.

FORM # 2 – Part B

RFQQ SERVICES COST - Include Direct and Indirect Costs

TOTAL COST PROPOSAL

Item/Unit	Description	Cost per Unit	Total Cost
			\$
	Total		\$

Contractor Signature____

Printed Name:		
Address		
Telephone	 Date:	

The following comprises the total of the proposals for constructing the addition of a decontamination facility with shower, patient triage area, training, and supply storage area to the existing Inchelium Station bay apparatus as described in this RFQQ.

Form #3 – 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 # 4 – 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. – CONSTRUCTION SITE STANDARDS AND SPECIFICATIONS

The Colville Confederated Tribes Fire and Rescue Department is taking bids for design and construction of an addition to the apparatus bay in Inchelium. Contractor will provide drawings with the building specifications as follows:

- 30'X40' addition off the back or side (based on the contractor's recommendation and our agreement to the recommendation) of existing apparatus bay with 4:12 pitch and 45 pound snow load
- 30'X40'X4" concrete slab with 3" gravel base, rebar standards to meet code
- All interior walls to be sheet rocked and painted
- Perimeter interior walls to be insulated with R-30, sheet rocked and painted
- Exterior to be tin matching existing building
- 2"X6" exterior wall construction 2"X4" interior wall construction
- (2) 36" entrance doors (1 exterior and 1 coming from rear of bay), exterior door to be steal with lock-set and deadbolt
- (2) 36" interior doors (1 into bathroom, 1 into office space and 1 into storage room)
- (3) 4'X5' double pane windows (2 on north wall in training area and 1 on southeast wall)
- 2"X10" treated skirt board around base of addition
- Plug-in receptacles per code
- Baseboard heating in bathroom, office and storage room
- A/C and heat unit in training room
- Carpeted floors in training room and office, vinyl or linoleum floors in bathroom and storage area
- LED lighting in all rooms
- Bathroom to have sink, toilet, full shower and washer and dryer hookups
- Building needs to have phone lines ran for internet access
- Will need to run water lines approx. 150' at a minimum depth of 3' to addition and the northwest corner of existing bay
- Building will need septic system
- 20'X40' Concrete slap for the front of the bay

Confederated Tribes of the Colville Reservation RFP – Inchelium Station Construction 2022

Attachment B – INSURANCE REQUIREMENTS

The Contractor 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 Contractor, his agents, representatives, employees or subcontractors. The Contractor shall pay the cost of such insurance. Insurance shall meet or exceeds the following unless otherwise approved by the Colville Tribes.

A. <u>Minimum Insurance</u>

- 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. <u>Self-Insured Retentions</u>

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

C. <u>Other Provisions</u>

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 selfinsurance 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. <u>Acceptability of Insurers</u>

Insurance shall be placed with insurers with a rating acceptable to the Colville Tribes. Confederated Tribes of the Colville Reservation RFP – Inchelium Station Construction 2022

E. <u>Verification of Coverage</u>

Contractor shall furnish the Tribe with 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. <u>Subcontractors</u>

Contractor shall require subcontractors to provide coverage, which compiles with the requirements stated herein.

Attachment C - 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 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 or 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) of this provision.

(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).

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 section 1001, title 18 United States Code.

- 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 non-responsible.
- 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.

Contractor: Print Name

Contractor: Signature

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