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The Tulalip Tribes of Washington

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**SIDING RE-STAINING AND GUTTER REPLACEMENT FOR  
KENNY MOSES BUILDING**

**August 16, 2024**

**TULALIP TRIBES OF WASHINGTON  
6406 Marine Dr, Tulalip, WA 98271**

## 1. INTRODUCTION

The Tulalip Tribes is requesting proposals for the re-caulk, staining and gutter replacement on the Kenny Moses Building located behind the *Debra Barto Memorial Skatepark, 6710 Totem Beach Rd, Tulalip, WA 98271*. The objective is to re-caulk and re-stain the exterior envelope and to replace any damaged gutters and downspouts.

Proposals should include a detailed plan of action, cost estimates, and a timeline for completion. We encourage contractors to review the scope of work provided carefully and to contact any questions or requests for more information.

Proposals are to be addressed to:

Sam Davis, COO  
The Tulalip Tribes of WA  
6406 Marine Drive, Tulalip, WA 98271

Point of Contact for the RFP process is:

Sam Hyatt, Project Manager, Wenaha Group  
[samh@wenahagroup.com](mailto:samh@wenahagroup.com)

Point of Contact to schedule site visits is:

Sam Hyatt, Project Manager, Wenaha Group  
[samh@wenahagroup.com](mailto:samh@wenahagroup.com)

## SUMMARY OF WORK

The work involves re-caulking and re-staining the exterior of the Kenny Moses Building, as well as replacing any damaged gutters and downspouts. For a complete and detailed description, please refer to the scope outlined in Exhibit 1. Bidders may submit proposals for one or both scopes. Please clearly specify which scopes you are bidding on by including a separate line item for each in your proposal. Ensure all bids are based on the detailed scope provided in Exhibit 1.

The work will include, but not be limited to:

- Protection of all adjacent areas to the work including plant beds, hardscape, and lawns.
- Pressure washing the existing standing seam roofs.
- Stain siding and trim to match existing color.
- Remove existing caulking and apply new colored caulking designed for this application.
- Removal of all waste products and materials. The Tribes will not provide waste removal services.
- Protection of all access and egress points and separation of the work area from the residents.
- This contractor is responsible for securing its work area and stored materials as needed. The Tribes are NOT responsible for protecting and securing Contractor materials and equipment.
- This project will require a detailed work plan to limit the required non-continuous work associated with this RFP.
- Equipment and devices that are attached to the building and not to be stained must be protected from overspray.

RFP for Siding Re-Stain & Gutter Replacement  
Kenny Moses Building

August 16, 2024

**TERO: The project is governed by the attached Tulalip TERO Program Code. Please review the TERO Code included with the contract form for detailed requirements.**

**Fees will be paid by the Owner.** The contractor should provide evidence of its commitment to the TERO program, demonstrated through its efforts in both the current project and in previous projects. The Contractor will work with the Owner to establish TERO goals.

**Work by Others:**

Identify any work that will be performed by others. The Tribes' preference is a turnkey project that can be serviced with reasonable effort and with local resources.

**Schedule:**

- Request for Proposal Issued: **August 16<sup>th</sup>, 2024**
- Proposals Due: **Aug. 27<sup>th</sup>, 2024**
- Review and Award by Owner: **TBD**
- Project Start: **TBD**
- Project Completion Due: **TBD**

**2. SITE VISIT**

Site visits are optional but encouraged to fully clarify the scope of work and will occur individually by proposer to limit the disruption to the ongoing operations in the work area. Contact Sam Hyatt at 253-388- 3323 or [samh@wenahagroup.com](mailto:samh@wenahagroup.com) to schedule site visits.

**3. SUBMITTAL REQUIREMENTS**

The following categories will be used to evaluate the proposals received. The proposal will be organized to align with the categories below and only information specific to the project will be reviewed.

Section	Description	Page Limit	Evaluation Points
1.	Cover Letter	1	0
2.	Qualifications/expertise of organization	3	10
3.	Qualifications of proposed staff	3	10
4.	Tribal/NAOB business	0	10
5.	Proposer's needs from the Tribes (Identify scope to be performed by others. Less 3 <sup>rd</sup> party support will result in a higher score)	1	20
7.	Proposed cost proposal based upon the Scope of Work items and certified by signature as being valid for at least 180 days is required. A company fee schedule detailing all personnel billing rates is also required to be utilized for any additional services that may be added in the future.	2	20

Proposals must be received electronically via email to the Owner's Representative, Sam Hyatt, Project Manager for the Wenaha Group at [samh@wenahagroup.com](mailto:samh@wenahagroup.com) no later than **2:00 PM, Pacific Standard Time, on August 27<sup>th</sup>, 2024**. No hard copy proposals will be accepted. Faxed

submittals will not be accepted. If the file size is larger than 15 MB, contact the project manager for alternative submission options. It is the proposer's responsibility to ensure electronic submissions are received by the established deadline. For questions about the electronic submittal process contact Sam Hyatt, Project Manager, Wenaha Group.

#### **4. INTERVIEW**

After reviewing the submissions, the selection committee may elect to conduct interviews with a short-list of proposers.

#### **5. FINAL SELECTION**

The Tulalip Tribes of Washington intends to select the proposer that best meets the needs of the Tribes, and the criteria set above as determined by the evolution of the submissions received and the interview (if needed). Final selection must be approved by and shall be at the sole discretion of the Tulalip Tribes' Board of Directors. The Tulalip Tribes reserve the right to select any responsive and responsible proposer they determine.

#### **6. ADDITIONAL SERVICES**

The Tulalip Tribes reserves the right to request additional services for future phases depending on the results of the Tasks listed above. Fees for additional services are not required with the proposal nor will they be included in the evaluations or selection.

#### **7. ATTACHMENTS**

***The following attachments are incorporated in the RFP:***

- Attachment A - Contract template
  - a. **EXHIBIT 1** – Scope of Work
  - b. **EXHIBIT 2** – Project Schedule
  - c. **EXHIBIT 3** – The Tulalip Tribes of Washington TERO Requirements
  - d. **EXHIBIT 4** – Contractor's RFP Response. In the event the information within this exhibit conflicts with other provisions of this Agreement, the other provisions of this agreement shall prevail over all information contained within Exhibit 4.
  - e. **EXHIBIT 5** – Existing Facility Information

**ATTACHMENT A**  
**to the**  
**RFP for Siding Re-Staining and Gutter Replacement**  
**Contractor Agreement General Terms and Conditions**  
**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“the Agreement”) is effective on DATE, 2024 by and between the Tulalip Tribes (“Tulalip”) 6406 Marine Drive, Tulalip, WA 98271 and the undersigned Independent Contractor, COMMISSIONING AGENT (“Contractor”), whose address is *Kenny Moses Building located behind the Debra Barto Memorial Skatepark, 6710 Totem Beach Rd, Tulalip, WA 98271.*

- 1. PURPOSE.** The purpose of this Agreement is for the Contractor to provide services for the \_\_\_\_\_ project.
- 2. TERM OF SERVICES.** This Agreement shall commence upon its effective date and shall terminate on , 2024 provided, the parties have the power of early termination as stipulated in Section 11 of this Agreement. Holding over beyond the term shall not renew this Agreement. Payments made or work completed after the term of this Agreement shall not cause this Agreement to be renewed. Any modification or renewal of this Agreement shall be in writing and may occur at the absolute discretion of the parties.
- 3. SUPERVISION/CONTRACT OFFICER.** Contractor will work independently under the direction of Sam Davis, The Tulalip Tribes Interim COO, and as designated to Project Management at Wenaha Group. The Contract Officer shall be responsible for directing the work of the Contractor on behalf of Tulalip. The Contract Officer shall authorize all work by the Contractor under this Agreement. No payment for services or expenses shall be made to the Contractor without prior authorization by the Contract Officer.
- 4. SCOPE OF WORK.** The Scope of work under this Agreement is fully set forth in Exhibit 1, which is incorporated as part of this Agreement.
- 5. SCHEDULE OF WORK.** On approval of this Agreement, the Contract Officer will issue a notice to proceed with the work. Contractor must utilize their best efforts in the prosecution of the work pursuant to the Scope of Work. Work shall be completed according to the schedule of work set forth in Exhibit 2. Such schedule is subject to changes pursuant to Notice from Contract Officer to the Contractor, or as mutually agreed by the parties.
- 6. WORK CHANGES.** Contract Officer may order changes in scope or character of the work, either decreasing to increasing the amount of Contractor’s services. In the event that such changes are ordered, Contractor will be entitled to full compensation for all work performed to receipt of notice of change. Increased compensation for changes must be authorized by Tulalip.

In the event the Contractor is delayed in the performance of their services due to delays in construction completion, the Contractor will be granted a reasonable adjustment in the schedule of work outlined in Exhibits 1 and 2. All claims for adjustments in the schedule of completion must be submitted to Tulalip by Contractor within 3 days of the time occurrence of the circumstances necessitating the adjustment. Contractor should not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by Tulalip.

**7. CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of any and all data, information, records, forms, documents and/or any other proprietary or confidential information provided by Tulalip or acquired by Contractor in the performance of Contractor's services. Contractor further agrees to promptly return to Tulalip any and all such data, information, records/forms/documents or other proprietary/confidential information that comes into his/her possession by this Agreement upon written request by a duly authorized agent of Tulalip.

**8. RELATIONSHIP OF PARTIES.** Contractor is an independent contractor of Tulalip. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement or as a limitation upon Tulalip's discretion to terminate this Agreement at any time without cause. Contractor further agrees to be responsible for all of Contractor's federal, state and local taxes, withholding, social security, insurance and any other fees or other payments applicable and required to be paid to any government to be paid by Contractor as a result of payments to Contractor under this Agreement. In the event that the Internal Revenue Service should determine that the Contractor is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge, as the Contractor acknowledged herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all taxes and social security payments and any other required fees as stated above.

**9. PRODUCT/SERVICE.** Contractor agrees it has no expressed or implied authority to obligate Tulalip for any product or service, except as authorized by a duly authorized agent of Tulalip.

**10. INVOICING AND PAYMENT.** Contractor will invoice Tulalip on a monthly basis with the agreed-upon monthly service fee associated with the applicable phase of scope. Every invoice shall contain a detailed accounting for all services rendered and fees charged. Payment on an invoice shall be due to Contractor within 30 days of delivery of an invoice. Contractor shall not be entitled to reimbursement for expenses incurred in providing services under this Agreement unless with approval of Contract Officer. Contractor shall be paid according to the fees set forth in Exhibit 1. Total compensation to Contractor shall not exceed \$Lump Sum under this Agreement.

**11. TERMINATION.** This Agreement may be terminated on ten days written notice by The Tulalip Tribes of Washington or either party. The termination provisions of the Tulalip Government Employee Handbook do not apply to Contractor. Upon termination, Contractor shall be entitled to receive payment for all work completed prior to the date of termination, upon proper invoicing and authorization by the Contract Officer.

**12. TULALIP DRUG AND ALCOHOL CODE.** Contractor shall abide by the Tulalip Tribes

Drug and Alcohol Code TTC 9.35. This requirement does not alter the termination provisions in paragraph 10.

**13. INDEMNITY.** Contractor agrees to indemnify, defend and hold Tulalip and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of or in connection with any breach of this Agreement by Contractor or any work provided by Contractor.

**14. MISCELLANEOUS.**

- ASSIGNABILITY.** This Agreement may not be assigned by either party without the prior written approval of non-assigning party.
- GOVERNING LAW.** This Agreement has been made and shall be governed, interpreted and construed under and in accordance with the laws of the Tulalip Tribes. Any disputes arising under this Agreement shall be decided in the Tulalip Tribal Court. This section shall not be interpreted as a waiver of the Tribes' sovereign immunity.
- SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be interpreted as a waiver of the Tribes' sovereign immunity.
- ATTACHMENTS.** The following are attached and made part of this agreement:
- EXHIBIT 1 - SCOPE OF WORK**
- EXHIBIT 2 – PROJECT SCHEDULE**
- EXHIBIT 3 – THE TULALIP TRIBES OF WASHINGTON TEROREQUIREMENTS**
- EXHIBIT 4 – Contractor's RFP Response.** In the event the information within this exhibit conflicts with other provisions of this Agreement, the other provisions of this agreement shall prevail over any and all information contained within Exhibit 4.
- EXHIBIT 5 – Existing Facility Information**
- ENTIRE AGREEMENT.** This Agreement supersedes all prior discussions, agreements and understandings between Contractor and Tulalip regarding the subject matter hereof and constitutes the entire agreement of Contractor and Tulalip. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties.

TULALIP TRIBES OF WASHINGTON

Date: \_\_\_\_\_

Samuel Davis, Interim Chief Operating

Officer INDEPENDENT CONTRACTOR

Date: \_\_\_\_\_

## EXHIBIT 1

### Scope of Work

#### **SCOPE 1: Siding Re-Stain**

- Remove existing caulking at seams as necessary to achieve a warrantable application of new color matched caulking.
- Apply new color matched caulking in existing locations and in new locations where there is new siding penetrations not present at the time of the original application.
- Identify and repair any defective areas of siding, blocking, or trim. Provide a detailed method for quantifying the extent of repairs required.
- Clean all surfaces to receive stain. The proposer must specify their recommended cleaning methods in their proposal.
- The owner will perform a rigorous inspection of all surfaces following the cleaning process and before the staining begins. Contractors are required to ensure that all cleaning is executed to the highest standard, as the owner's approval is mandatory before proceeding with the staining. Any deficiencies noted during this inspection must be corrected promptly and to the owner's satisfaction.
- Apply stain to all siding and trim. Stain is to match existing color and must be applied in accordance with the manufacturer's requirements.
- All equipment and devices attached to the building, which are not designated for staining, must be thoroughly protected from overspray. Furthermore, all adjacent surfaces must be meticulously shielded to prevent any damage or overspray. These protection measures must be strictly enforced to avoid unintended impact. Compliance with these requirements is mandatory and is non-negotiable.

#### **SCOPE 2: Replace Gutter and Downspouts**

- Demolish the existing gutters and downspouts and install new extruded seamless gutters and downspouts.
- The new gutters and downspouts will have a color to match the roofing. Provide transition fittings from downspouts to tightline, where applicable. In areas where downspouts do not terminate into a tightline, provide preformed concrete splash blocks.
- Gutters and downspouts, as well as any equipment and devices attached to the building that are not to be stained, must be rigorously protected from overspray. Additionally, all adjacent surfaces must be comprehensively shielded to prevent any damage or overspray. These protective measures are mandatory



and must be implemented with the highest level of precision to avoid any unintended impact or damage. Strict compliance with these requirements is essential.

## **Exhibit 2**

### **Project Schedule**

This Exhibit will be developed after proposals are received and included in the original agreement.

## **EXHIBIT 3**

### **Tulalip Tribes of Washington TERO Requirements**

The following outlines the TERO expectations and responsibilities placed on all contractors and sub- contractors doing work on or near the Tulalip Indian Reservation and on Tribal projects off Reservation. If you have any questions or concerns, contact a TERO Compliance Officer.

#### **TERO ACKNOWLEDGMENT:**

**Requirement:** The contractor/employer must comply with all rules and regulations as set forth in the TERO code 9.05. This agreement will be affirmed in writing and will be signed and dated by the TERO Manager.

#### **TERO LIAISON:**

**Requirement:** All contractors and employers must designate a responsible company official to coordinate all employment, training and contracting related activities with the TERO department to ensure that the company is in compliance with TERO.

#### **NATIVE AMERICAN OWNED BUSINESS REGISTRY:**

**Requirement:** The TERO Office maintains a certified Native American Owned Business Registry. All the businesses on the registry need to be given the opportunity to bid on any projects that they are qualified for. If they are within 10% of the lowest bid, you need to negotiate to see if they can reduce their price. But the fact remains that the bid will be awarded on: price, quality and capability.

#### **TERO COMPLIANCE PLAN:**

**Requirement:** All contractors, sub-contractors and employers must have an approved written compliance agreement filed, negotiated and approved by the TERO Office prior to commencement of any construction activities on the Tulalip Reservation and on Tribal projects off Reservation. There is a 1.75% TERO fee on any projects over \$10,000 to be paid in full or negotiated with the TERO Compliance Officers.

#### **COMPLIANCE PLAN WORKFORCE/KEY EMPLOYEE:**

**Requirement:** Contractors/employers shall be required to hire and maintain as many TERO/Native American preference employees as apply for and are qualified for each craft or skill.

**Exception:** Prior to commencing work on the Tulalip Indian Reservation the prospective employer, contractor and sub-contractors shall identify key, regular and permanent employees.

**Key employee:** One who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. A maximum of 20% of the workforce may be considered key. A key employee has been on the employers' or contractors' annual payroll for a period of one year continuously in a supervisory capacity or is an owner of the firm. An employee who is hired on a project-by-project basis shall not be considered a key employee.

#### **TERO HIRING HALL AND RECRUITMENT EFFORTS:**

**Requirement:** The contractor or employer is required to contact the TERO Office for recruitment and placement services in all non-key positions. The TERO Office shall be given a minimum of seventy-two (72) hours to furnish a qualified referral. Furthermore, contractors and employers are required to provide the TERO with a written list of their projected workforce needs, job classifications, openings, hiring policies, rate of pay, experience/skill requirements, employment screening procedures and anticipated duration of employment.

#### **NATIVE PREFERENCE:**

**Requirement:** While working within Tribal jurisdiction the contractors and employers must give preference to qualified, Native applicants for all employment positions. The order of preference shall be given to the following persons in the following enumerated order:

1. Enrolled Tulalip Tribal members
2. Spouses, parent of a Tribal member child, biological child born to an enrolled Tulalip Tribal member, current legal guardian of a Tribal member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a Tribal member in a domestic partner relationship (with documentation).
3. Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.
4. Spouse of federally recognized Native American
5. Other

**Exception:** Where prohibited by applicable Federal Law, the above order of preference set out in subsection 4.2, shall not apply. In such cases preference shall be given in the following:

1. Natives who are local residents
2. Other Natives

**Requirement:** If the TERO Office is unable to refer an adequate number of qualified, preferred employees for a contractor, TERO will notify the contractor who may fill the remaining positions with non-TERO workers.

**Requirement:** The contractor is required to notify the TERO Office of all future job openings on the project so that qualified, preferred employees have an opportunity to be dispatched.

## **JOB QUALIFICATIONS, PERSONNEL REQUIREMENTS AND RELIGIOUS ACCOMMODATIONS:**

**Requirement:** An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Natives which are not required by business necessity. The TERO Department will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the religious beliefs and cultural traditions of Native workers.

## **TRAINING:**

**Requirement:** Contractors / employers may be required to develop on-the-job training opportunities and/or participate in Tribal or local training programs, including upgrading programs, and apprenticeship or other trainee programs relevant to the employer's needs.

## **LAY-OFFS:**

**Requirement:** In all lay-offs and reductions in force, no preferred employee shall be terminated if a non-preferred employee worker in the same job qualifications is still employed. If an employer lays-off workers by crews, all qualified Native workers shall be transferred to a crew to be retained.

## **DISCIPLINARY ACTIONS AND TERMINATIONS:**

**Requirement:** Prior to the discipline or termination of any TERO employee, the contractor or employer shall consult with the TERO Compliance Officer to see if they can resolve the issue. The TERO Office is here to help in any way it can. Communication with the TERO Compliance Officers is very important to help ensure the job runs smoothly.

**EXHIBIT 4**

**Contractor's RFP Response**

**Firm Name:** \_\_\_\_\_

The Undersigned offers and agrees to provide construction services for the Tulalip Tribes. By submitting a proposal, the bidder agrees to enter into a contract based on the terms and conditions specified in Exhibit XX, upon award of the contract. The bidder may request modifications to the contract terms, which will be reviewed and considered by the awarding authority. Any such requests must be submitted in writing and are subject to approval. The final contract will only be executed once all requested changes, if any, have been mutually agreed upon.

**Please provide your bid pricing for the following items:**

- **Re-Staining & Cleaning:** \$ \_\_\_\_\_
- **Gutters & Downspouts:** \$ \_\_\_\_\_
- **Total Bid Price:** \$ \_\_\_\_\_

The proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors.

Washington UBI Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Resident Firm   | <input type="checkbox"/> Non-resident Firm |
| <input type="checkbox"/> Corporation     | <input type="checkbox"/> Partnership       |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Joint             |

Venture Other \_\_\_\_\_

Has your firm ever been disqualified by a government agency from bidding or proposing on

a Tribal and/or public project?\_(yes/no)

If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for disqualification and if the disqualification has ended. Use additional sheets if required.

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Has your firm ever been terminated from a Tribal and/or public contract? \_\_\_\_\_(yes/no)

If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for termination. Use additional sheets if required.

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Has your firm ever been involved in litigation involving a Tribal and/or public contract? Has a claim been made against any payment or performance bond taken out by your firm? Has a legal claim been made against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a construction contract?

\_\_\_\_\_ (yes/no)

If the answer is yes, provide a full explanation on a separate sheet entitled

“Claims”. Has your firm ever been placed on any Federal debarment list?

\_\_\_\_\_ (yes/no)

If the answer is yes, provide a full explanation on a separate sheet entitled “Federal Debarment

List”. I acknowledge receipt of Addendum(s) \_\_\_\_\_

**By submitting this proposal, the contractor agrees to the contract form included in the RFP unless otherwise noted.**

Insert bid items

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address:

\_\_\_\_\_

By (print): \_\_\_\_\_ Title: \_\_\_\_\_

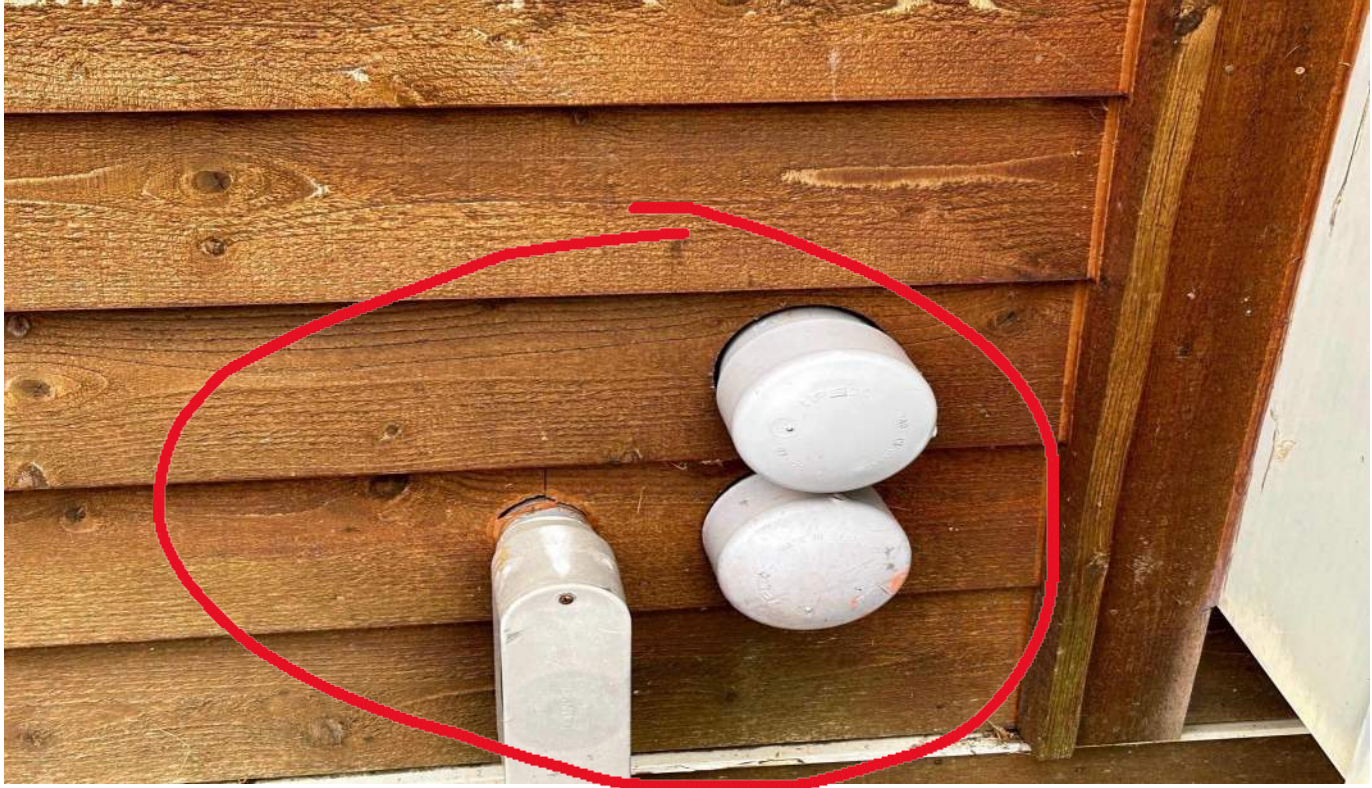
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

This form must be signed and returned with the proposal.



**EXHIBIT 5**  
**Existing Facility Information**









RFP for Siding Re-Stain & Gutter Replacement  
Kenny Moses Building

August 16, 2024