



The Tulalip Tribes of Washington

REOUEST FOR OUALIFICATIONS AND PROPOSALS

**TULALIP KENNY MOSES BUILDING
EXTERIOR STAINING**

August 30, 2023

TULALIP TRIBES OF WASHINGTON

6406 Marine Drive, Tulalip, WA 98271

1. INTRODUCTION

The Tulalip Tribes (Tribes) is requesting qualifications and proposals for exterior cleaning and staining at its Kenny Moses Building for the Tulalip Tribes at **6700 Totem Beach Rd., Tulalip, WA 98271.**

The work is to provide a complete installation of the work that is phased, sequenced, and coordinated with the building staff. The work will include, but not be limited to:

Pressure washing, exterior staining and window cleaning. Work includes all preparation, protection adjacent surfaces and landscaping, cleanup and removal of all waste products and materials.

SITE VISIT

Site visits are required and necessary 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 bidsubmittal@tulaliptribes-nsn.gov to schedule visits.

2. 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 a. Working in existing Healthcare environment b. Familiarity with the Tulalip Health Clinic	3	10
3.	Qualifications of proposed staff a. Working in existing Healthcare environment b. Familiarity with the Tulalip Health Clinic	3	20
4.	Experience working with tribes/NAOB status	2	20
5.	Proposed project approach a. Utilization of TERO b. Maintaining continuous clinic operations c. Coordination with the concurrent casework replacement	3	30
6.	Proposer's needs from the Tribes (identify scope to be performed by others)	1	20
7.	Proposer's schedule to complete the project	2	20
8.	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 project manager, Samuel Davis, Tulalip Tribes, Director of Operations, at bidsubmittal@tulaliptribes-nsn.gov no later than 3:00 PM, Pacific Standard

Time, September 6, 2023. 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 responsibility of the proposer to ensure that electronic submissions are received by the established deadline. For questions about the electronic submittal process contact Samuel Davis, Director of Operations.

Samuel Davis, Interim Chief Operations Officer
The Tulalip Tribes of Washington
6406 Marine Drive, Tulalip, WA 98271
sdavis@tulaliptribes-nsn.gov
(360) 716-4000

3. INTERVIEW

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

4. 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.

5. SCOPE OF SERVICES OUTLINE

Task 01 – Continuous Project Management – Complete Project Duration

Objectives

Project management elements that will continue throughout the duration of the project will include, but not be limited to communication, reporting, documentation, scheduling, and coordination of work to develop and provide an effective and well-coordinated delivery of the project.

Deliverables

- Schedule updates
- TERO Reports
- Meeting notes for
 - Periodic progress meetings
 - Special topic meetings

Meetings / Site Visits

- Progress and special topic meetings
- Site visits as required.

Task 02 – Pre-Construction Project Management (post-selection)

Objectives

Initial project management will be provided to prepare for a successful project. Generally, tasks will include, but not be limited to, planning, material selection, scheduling, and coordination of work to develop and prepare for an effective, well-coordinated delivery of the project.

The proposer will guide the Tribes' project team in the review and selection of all material options. Where options presented are not consistent with the initial proposal the vendor shall immediately and conspicuously identify the variance and the cost and/or time impact associated with the revised selection, prior to selection by the Tribes.

Deliverables

- Final project cost proposal
- Kick-off meeting minutes
- Project Schedule
- Coordinated sequencing plan
- Logistics plan
- Finish materials options for selection
- Product submittals
- Draft O&M documents for the project
- Approved Tulalip TERO compliance plan
- Evidence of payment of the Tulalip TERO fee

Meetings/Site visits

- Project kick-off planning meeting
- Coordination and sequencing meeting
- Submittal and shop drawing review meeting
- Site visits as required

Assumptions

- The Tribes' staff will assist by providing information and perspective regarding operations and facility requirements.
- At the completion of this phase the agreement will be modified to incorporate the final material and product selection. The goal is that is a \$0 and zero time modification.

Task 03 – Procurement of Materials

Objectives

Procure all resources for the complete delivery of the project to prepare for Task 04 – Delivery and Installation.

Deliverables

- Production status updates
- All products and equipment required to complete the project

Meetings/Site Visits

- Kickoff/Planning meeting
- Site Inspection

Deliverables

- Kick-off meeting notes

Assumptions

- The Tribes’ staff will assist by providing information and coordination with the staff

Task 04 – Delivery and Installation

Objectives

Delivery all resources to the project per the project plan and complete the removal and reinstallation of the products as described in the project plan and schedule without unplanned or unmitigated disruption to ongoing operations.

Deliverables

- All resources required to complete the project as planned
- Extra stock materials
- Removal and disposal of all materials removed from the facility

Meetings/Site Visits

- Premobilization planning confirmation meeting
- Site progress inspection and quality verification
- Final quality/punch after each phase of work

Deliverables

- Invoice at completion of work
- Meeting notes

Assumptions

- The Tribes’ staff will assist by providing coordination with staff to provide access to the work areas.

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. ATTACHEMENTS

The following attachments are incorporated in the RFP/Q

- Attachment A - Contract template
 - Exhibit 1 – Scope of Work
 - Exhibit 2 – Schedule
 - Exhibit 3 - Tulalip TERO attachment

- Attachment B - Existing facility information

ATTACHMENT A
to the
RFQ/P for Boiler Replacement

Contractor Agreement General Terms and Conditions

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“the Agreement”) is effective on DATE, 2023 by and between the Tulalip Tribes (“Tulalip”) 6406 Marine Drive, 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 _____, 2023 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. 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.

a. **ASSIGNABILITY.** This Agreement may not be assigned by either party without the prior written approval of non-assigning party.

- b. **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.
- c. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be interpreted as a waiver of the Tribes' sovereign immunity.
- d. **ATTACHMENTS.** The following are attached and made part of this agreement:
 - 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 RFQ/P 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.
- e. **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

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

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 on all non-key positions. The TERO Office shall be given a minimum of seventy-two (72) hours to provide 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 RFQ/P Response

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

**ATTACHMENT B
to the
RFQ/P for Roof Replacements**

Existing Facility Information