

BIDDERS COMPANY NAME

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## REQUEST FOR PROPOSAL

Playground Equipment for 3-5 year olds, installed  
including safety surfacing, at Head Start Modular Office  
Project

**NISQUALLY INDIAN TRIBE**

Prepared By:  
Nisqually Head Start Department  
Debbie Sioux Lee  
4820 She-Nah-Num Drive  
Olympia WA. 98513



REQUEST FOR PROPOSAL  
RFP# 2023-HS-PG01

DATE: August 8, 2023

The Nisqually Head Start Program on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Head Start Modular Office Playground (for 3-5 year olds) project. Minority and disadvantaged companies are encouraged to submit proposals. Contact information for Debbie Sioux Lee is phone: 360-456-5221 X 1121 OR [siouxlee.debbie@nisqually-nsn.gov](mailto:siouxlee.debbie@nisqually-nsn.gov)

**VIABLE CONTRACTORS: To be awarded this project CONTRACTOR, of the winning bid, must be current will all taxes, insurances, bonding and licensing. Failure to comply will result in bid rejection.**

SEALED PROPOSALS: Vendors will deliver two copies of proposal to the following address either by hand, delivery service or by US postal:

Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia WA. 98513  
Phone: 360-456-5221  
Attn: Jill Wall  
Financial Services - Contracts

**CLOSING DATE FOR SUBMITAL SHALL BE **Friday, September 22, 2023 by 5PM****  
**Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Head Start Director.**

- Please mark the envelopes clearly with Sealed RFP # 2023-HS-PG01
- Questions may be directed to Debbie Sioux Lee, Director, 360-456-5221 or e-mail at [siouxlee.debbie@nisqually-nsn.gov](mailto:siouxlee.debbie@nisqually-nsn.gov)

Thank you for your Interest

**Definitions:** “Tribe” is Nisqually Indian Tribe  
“Bidder” an individual or business submitting a bid to Nisqually Tribe  
“Contractor” One who contracts to perform services in accordance with a contract

## 1. PROPOSAL TERMS

- A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service(s), and other factors in accordance with the Tribal Bidding Procedure policy. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe’s specifications and needs.
- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP maybe adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP.
- F. Three references of similar scope and project value are required. Bidder must be in good standing with the tribe, if he has current or past projects Nisqually.

## 2. SCOPE OF SERVICES

Provide and install playground equipment, including safety surfacing, at Nisqually Head Start modular building located on the Nisqually Indian Reservation. Installation of all components must be completed by December 31, 2023 according to grant requirements.

1. Structure or structures to be designed specifically for children ages 3 to 5 years old
2. High durability and low-maintenance design preferred
3. Coast Salish artistic elements strongly encouraged
4. Available site approximately 30' x 30'
5. Learning elements strongly encouraged
6. Suggested structures could include spring rockers, climbers, step/slides, ADA accessibility, counting panels and such items (no swings)
7. Safety surfacing – Interlocking turf tiles (must meet minimum standards of Federal Head Start)
8. Davis-Bacon prevailing wage applicable to this project.

Site is available for inspection for accuracy of the bid proposal. Please contact the Head Start Department to schedule a walkthrough.

Please itemize Labor and material cost on Bid

**This project is subject to Davis Bacon, Prevailing Wage applies  X  YES \_\_\_ no**

## **CONTRACT PROVISIONS**

### REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Head Start Manager and/or Director and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Head Start Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Head Start Director.

Section 5 – After reasonable notice to the Contractor, the Tribe may review any of the Contractor's internal records, reports, or insurance policies.

### PERSONNEL

Section 1 – The contractor will provide the required services and will not subcontract or assign the services without prior written approval of the Head Start Director.

Subcontractors, as well as primary contractors, may be subject to the TERO ordinance and the Tribe's Native American preference policy (detailed below.) This ordinance applies to all sub tiers as well.

#### INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractors own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contactor or any sub-contractor.

#### NATIVE AMERICAN PREFERENCE

The Nisqually Tribe's Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) may be in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.

TERO also applies to subcontractors and all sub tiers.

#### TRIBAL HISTORIC PRESERVATION OFFICER REQUIREMENTS

- THPO requires 30 day notice prior to any ground disturbances or tree removal to ensure for review and determination of what level of survey is needed to better protect the cultural, historical, and archaeological resources of the TRIBE. A THPO representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. THPO laws, regulations and executive orders are in effect.

#### INSURANCE REQUIRMENTS



**Nisqually Indian Tribe**  
*Squally-Absch* People of the river, people of the grass

- Contractor is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.
- Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project.
- Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.