



BIDDERS COMPANY NAME

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REQUEST FOR PROPOSAL

Marvin Road Demolition  
Project

NISQUALLY INDIAN TRIBE

Prepared By:  
Nisqually Planning Department  
Nisqually Economic Development Division  
4820 She-Nah-Num Drive  
Olympia WA. 98513



REQUEST FOR PROPOSAL  
RFP# PLAN MRD15-01

DATE: May 26, 2015

The Nisqually Planning Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Marvin Road Demolition project. This includes demolition of an existing card lock fueling station and related site improvements. Minority and disadvantaged companies are encouraged to submit proposals. This project has been *engineered and designed* by Geo Engineers Company. *Drawings and bid sheets are included with this bid request.* )

**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 applications to the following address either by hand or by US postal:

Nisqually Tribe Planning Department  
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, June 12, 2015 by 5PM**

**Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Planning Director.**

- Please mark the envelopes clearly with Sealed RFP Planning Dept., project # Plan MRD15-01
- Questions may be directed to Mike Mason Economic Development Manager, 360-456-5221 or e-mail at [mason.mike@nisqually-nsn.gov](mailto:mason.mike@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.

## **2. SCOPE OF SERVICES**

- A. Cap existing site utilities including water, septic, gas, electric, phone and cable as applicable.
- B. Cap and drain hydraulic fluid from two hydraulic lifts located within the building.

- C. Perform an abatement for hazardous building materials described in the provided in the attached "Regulated Bulding material Survey, dated November 7, 2012.
- D. Demolish and dispose off-site the pump island canopy (approximately 1,300 square feet) and service station building (approximately 1,500 building with 300 square feet of awning). Size of building and canopy to be verified by contractor.
- E. Demobilize and leave site free from demolition debris and relatively flat.

**Assumptions:**

- Contractor is responsible for obtaining all permits associated with demolition activities.
- Fuel pumps have been removed from the site and the fuel lines capped.
- Existing asphalt and concrete will remain intact.
- Existing hydraulic lifts will not be removed as part of the demolition.
- The existing septic tank has been pumped and cleaned.

**Firms interested in bidding on the project should provide the following information:**

1. Name of Firm.
2. Track Record in Completing Similar Projects.
3. Outline of approach to be used in completing project.
4. Itemized bid, with labor, materials, and other project costs detailed.
5. List of references.

Site is available for inspection for accuracy of the bid proposal please contact the Economic Development Department to schedule a walkthrough

**CONTRACT PROVISIONS**

REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Planning Economic Development 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 Planning Director.

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

Subcontractors, as well as primary contractors, are 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) is in effect for this project. This includes but is not limited to:

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



- 1.75% Employment Rights tax on all projects \$20,000 and over.

TERO also applies to subcontractors and all sub tiers.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Marjorie Stepetin

(360) 456-5221 ext.1128

[stepetin.marjorie@nisqually-nsn.gov](mailto:stepetin.marjorie@nisqually-nsn.gov)

#### 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

- 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.

CONTRACTOR:

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PHONE:

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Please attach complete bid to this form



## **Nisqually Indian Tribe Marvin Road Demolition Plan MRD15-01**

### **Project Description**

Demolition of an existing card lock fueling station located at 2135 Marvin Road NE, Olympia, Washington, and related site improvements.