

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

Muck Sut Wei Playground

NISQUALLY INDIAN TRIBE

Prepared By:
Nisqually Housing Department
Nisqually Indian Tribe
4820 She-Nah-Num Drive
Olympia WA. 98513



Muck Sut Wei Playground Replacement

Muck Sut Wei Drive, Olympia, WA 98513

2018-HG-02MSW

The Nisqually Tribe Housing Department is requesting proposals for **construction** and **installation** of a playground area with specific equipment suitable for children ages 5-12.

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 five complete hard copies 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, October 19, 2018 by 5PM

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

- Please mark the envelopes clearly with Sealed RFP project # 2018-HG-02MSW
- Questions may be directed to Natosha Kautz, Housing Director, at 360-456-5221, x1247.

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

PROJECT SUMMARY

- 1. Project located on Nisqually Indian Reservation.
- 2. Install play structure or structures in area.
- 3. Structure or structures to be designed specifically for children ages 5 through 12.
- 4. High durability and low-maintenance design preferred.
- 5. Coast Salish artistic elements encouraged.
- 6. Available site approximately 36’ x 55’.
- 7. Installation complete by April 1, 2019.

REQUESTED PLAYGROUND ELEMENTS TO INCLUDE

1. 3-4 swings
2. Climbing structure with slide
3. Pre-engineered wood fiber
4. Playground borders
5. ADA compliance
6. Davis-Bacon compliance

EXCLUSIONS:

- a. Owner to prepare level site free of debris.

QUOTE SUBMITTAL INSTRUCTIONS

Please include playground layout, color conceptual renderings, and detail budget including installation and shipping for each option. Identify proposed installation subcontractors if any.

VENDOR DECISION SHALL BE MADE BASED ON PREFERRED PLAYGROUND PROPOSAL

NOT NECESSARILY LOW BID

CONTRACT PROVISIONS

REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Housing 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 Housing Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Housing 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 Housing 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 contractor 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: Pauline Simmons

(360) 456-5221 x1148

Simmons.Pauline@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.