

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

Heating and Cooling Upgrades for (3) Nisqually Residential Homes Project

NISQUALLY INDIAN TRIBE

Prepared By: AJ Mullen – Sr. Solar Project Manager
Nisqually Building Department
4820 She-Nah-Num Drive
Olympia WA. 98513



REQUEST FOR PROPOSAL
RFP# 2025-HCR-01

DATE: September 24, 2025

The Nisqually Building Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Heating and Cooling Upgrades for (3) Nisqually Homes project. Minority and disadvantaged companies are encouraged to submit proposals.

Contact information for AJ Mullen is phone: 360-456-5221 ext 1273 OR mullen.aj@nisqually-nsn.gov
Cut-off for questions is October 6th, 2025.

VIABLE CONTRACTORS: To be awarded this project CONTRACTOR, of the winning bid, must be current with 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, 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: October 13th, 2025 by 5pm

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

- Please mark the envelopes clearly with Sealed RFP # 2025-HCR-01
- Questions may be directed to AJ Mullen, Project Manager, 360-456-5221 ext 1273 or e-mail at mullen.aj@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 bidder’s 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 may be 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

a. *Install, provide materials, program, test, and develop data as described in the description.*

1. Install heating/cooling systems appropriate for (3) homes (sqft 1100-1800sqft, 2-3 bedrooms).
2. Order materials and units appropriate to the homes
3. Install systems (ducted and ductless may be included)
4. Program systems
5. Test Systems
6. Develop Data based on usage and demand as requested as part of a grant

Please itemize labor and material cost on Bid. This Project *could* lead to installations of additional homes.

This project is subject to Davis Bacon, Prevailing Wage applies yes_x no

This project is funded by the EPA Grant for Nisqually Clean Energy Transition for Reservation Buildings. All procurement is subject to federal grant compliance requirements as outlined by the U.S. Environmental Protection Agency (EPA). All contractors must comply with the following:

The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant.

Build America, Buy America (BABA) Act Compliance

All bidders, subcontractors, and suppliers must comply with the Build America, Buy America Act (BABA). The following applies:

- The BABA terms must be incorporated into all subawards, contracts, purchase orders, requests for proposals (RFPs), and solicitations for bids associated with this project.
- Contractors must ensure that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless a waiver has been granted by the EPA.

Failure to comply with these federal requirements may result in disqualification from award or termination of contract.

CONTRACT PROVISIONS

REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Project Manager and/or Building Department 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 Building Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Building 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 Building 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/TERO

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

- 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.