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

REQUEST FOR PROPOSAL

RFP# 2026-DCR-01

DAYCARE RENOVATION

NISQUALLY INDIAN TRIBE

Prepared By:
Nisqually Building Department
On behalf of Nisqually Community Services
4820 She-Nah-Num Drive
Olympia WA. 98513

REQUEST FOR PROPOSAL

RFP# 2026-DCR-01

DATE: November 4, 2026.

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 Daycare Renovation project. Minority and disadvantaged companies are encouraged to submit proposals**.** Contact information for Elizabeth Glenn is phone: 360-256-5221 x1040 OR glenn.elizabeth@nisqually-nsn.gov.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Nisqually Indian Tribe". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders “Register” in order to receive automatic e-mail notification of future addenda and to place themselves on the “Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency’s consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

VIABLE CONTRACTORS: To be awarded this project CONTRACTOR, of the winning bid, must be current will all taxes, insurances, bonding and licensing as listed in the Contractor Provisions. 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

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CLOSING DATE FOR SUBMITAL SHALL BE <u>November 20, 2026 at 4pm.</u>
Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Community Services Director.

- Please mark the envelopes clearly with Sealed RFP # 2026-DCR-01
- Bids will be opened privately
- Questions may be directed to Elizabeth Glenn, Sr Project Manager, 360-456-5221 x1040 or e-mail at glenn.elizabeth@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

Scope of services is to perform interior and exterior renovations per the attached scope of work.

Site is available for inspection for accuracy of the bid proposal. We will host a mandatory walk through on November 9th at 10 am. A representative must sign in for the bid to be considered.

Please itemize Labor and material cost on Bid.

This project is subject to State Prevailing Wage applies yes_x_ no ___

CONTRACT PROVISIONS

REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Building Department 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 Building Department Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Building Department 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 Department 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/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) will be in effect for this project. This includes but is not limited to:
    a) Native preference in employment.
    b) Native preference in contracting. If applicable, Contractor will provide a list of jobs related to this Contract to the Nisqually Tribal Building Department upon signing this Contract. Contractor will ensure that subcontractors also comply with this provision.
- Every covered employer or entity with a contract or subcontract shall pay a onetime tax of 1.75% of the total project/contract costs, i.e., equipment, labor, materials and operations and any increase of the contract/project or subcontract amount. This tax is to be included in the Contractor proposal.
- 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.

- The Building Department has notified THPO.

PERFORMANCE AND PAYMENT BONDS

- Contractor shall furnish a performance bond for 100% of the contract price and a payment bond for 50% of the contract price to the Tribe as security for the faithful performance and payment of all obligations prior to starting work.

INSURANCE REQUIRMENTS

- The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation laws, disability benefits laws or other similar employee benefit laws; for damages due to injury, occupational disease, or death of employees; from personal injury claims; and from property damage claims, including loss of use resulting therefrom -- any and all of which may arise out of or result from the Contractor's operations under the Contract.
- Minimum Levels of Insurance
    a. Commercial General Liability: $1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury and property damage.
    b. Workers' Compensation and Employer's Liability: $500,000 per injury, $500,000 per occurrence, and $500,000 per occupational disease.
    c. Automobile Liability: $500,000 Combined Single Limit.

LIQUIDATED DAMAGES

- If the Contractor fails to complete the work within the time specified, the Contractor shall be liable for and shall pay to the Tribe the sum of $1,000 (one thousand dollars) for each calendar day of delay until the work is substantially completed and accepted by the Tribe, except for delays caused because of force majeure.