

**Request for Proposal (RFP) for General Contractor for the
Snoqualmie Indian Tribe - Brick House Property Renovation**



RFP Coordinator:
Shauna Shipp-Martinez
Tribal Operations Director
Snoqualmie Indian Tribe

Introduction

The Snoqualmie Indian Tribe—sduk^walbix^w in our Native language—consists of a group of Coast Salish Native American peoples from the Puget Sound region of Washington State.

We have been in the Puget Sound region and the Snoqualmie Valley since time immemorial. sq^wed (Snoqualmie Falls) is the birthplace of the sduk^walbix^w. We had more than 90 long houses along the Snoqualmie River and its tributaries. These rivers and streams were the highways used to travel from village to village and connected all the ?aciłtalbix^w (Natives). The fish, game, trees and roots provided us with everything we need to live. All of this was given to us by duk^wibel (Transformer) in the ancient times when all of the animals could talk and before things were what they are now.

We are the sduk^walbix^w, People of Moon. We are the descendants of sluk^walb tə duk^wibel. We have lived, hunted and fished this area for as long as the earth and rivers remember. We are still here today; caring for the land, water, fish and game that duk^wibel gave us.

sq^wed is our birthplace. The mists carry our thoughts and prayers to the spirits and ancestors as they cleanse our thoughts. The rushing waters give us the strength to keep our traditions alive and to continue to thrive in the modern times.

Long before the early explorers came to the Pacific Northwest, our people hunted deer and elk, fished for salmon, and gathered berries and wild plants for food and medicine. Today, many of our members live in the communities of Snoqualmie, North Bend, Fall City, Carnation, Issaquah, Mercer Island and Monroe. Our Tribe was a signatory of the Point Elliott Treaty with the Washington territory in 1855. At that time, our people were one of the largest tribes in the Puget Sound region totaling around 4,000. We lost federal recognition in 1953, but after much battle, we regained federal recognition in October of 1999 by the Bureau of Indian Affairs. Today, the Tribe is made up of approximately 650 members. The Tribe is governed by an elected Council and our Tribal Constitution.

The Tribe owns the Snoqualmie Casino, which opened in November 2008, and since its inception has experienced considerable success. The Tribe also owns Crescent Market at Snoqualmie, which opened in 2017 (its predecessor, the Snoqualmie Tobacco Company & Liquor Store, operated on the same site from 2011-2017). Both businesses are an important source of revenue and employment for the Tribe.

Scope of Services

The Snoqualmie Tribe seeks to retain the services of a General Contractor for the renovation of the Tribe's property known as the Brick House Property.

The successful respondent will, in accordance with the highest legal, ethical and professional standards, provide at the direction of designated Tribal officials and staff, general contractor services, including but not limited to the following services:

- Remodel/refurbish existing building space to fit Tribal Government's needs.
- Regular on-site coordination and oversight of construction work.
- Track construction costs and maintain detailed construction cost records.
- Project schedule development and management.
- Review and verify site logistics planning.
- State, Local, Federal and Tribal regulatory compliance and review coordination, as necessary.
- Attend regular Tribe/Project Team meetings as necessary.

- Establish and maintain quality control/quality assurance standards.
- Review and evaluate necessity of all change orders, and make recommendations to the Tribe.
- Maintain cost control system and conduct cost review meetings.
- Review, validate and approve all pay request applications.
- Maintain job site records and provide the Tribe with regular progress reports.
- Provide all record keeping and reporting as may be required by Federal, State, Local and/or Tribal authorities.
- Coordinate 3rd party testing or inspections as required or necessary.
- Coordinate punch list.
- Manage close-out process.

This list of services is intended as a general guide, and is not intended to be a complete list of all work necessary to provide the requested services. The successful respondent will have a demonstrated knowledge and expertise to serve the unique needs of the Tribe.

To be eligible to respond to this RFP, the respondent(s) must demonstrate that s/he, or the principals assigned to the services, have successfully performed the services comparable to those listed in the Scope of Services section of this RFP. Project drawings, engineering schematics and walk-thru of the renovation site can be provided on request to meet the bid proposal requirement.

Qualification of Experience

The ideal respondent will have experience in the following areas:

- General Contractor validly licensed in Washington State to perform the services
- Project Planning
- Framing, electrical, plumbing, and carpentry.
- Safety Planning

Enrolled members of the Snoqualmie Indian Tribe and other federally recognized Indian tribes, and local responders, are especially encouraged to submit proposals.

Fees

The Snoqualmie Tribe prefers that the respondent offer their fee as a firm, fixed fee schedule, which includes all expenses including travel for the services outlined in this RFP. Respondents may propose a flat rate, an hourly rate, or a combination of the two. For example, it may be desirable to have a flat rate for basic services, plus an hourly rate for special projects. Please keep in mind that the proposed fees would apply for the contemplated term of the contract. Any other expenses that a respondent intends to charge to the Tribe must be clearly set forth as well.

Conflict of Interest

In the event a respondent becomes aware of any conflicts or potential conflicts between the interest of the Tribe and the interests of clients of the respondent, the respondent must immediately notify Shauna Shipp-Martinez, or designee, in writing, of such conflict. Written notice may be in the form of an email notification. In the event the Tribe becomes aware of any conflicts or potential conflicts between the interest of the Tribe and the interest of clients of the respondent, the Tribe will promptly notify the respondent of such conflict. The Tribe and the respondent will attempt to resolve any such conflict in a manner mutually acceptable to the Tribe and the respondent.

Proposals

Proposals must include the following:

1. Business Profile -

- a. Name of consultant
- b. State of organization and location of principal offices and branch offices
- c. Length of business experience
- d. Number of employees
- e. Ownership of firm
2. Personnel – identify employee(s) who will be assigned to the project.
3. Project Approach – discuss your understanding of the project scope and objectives. Describe how the General Contractor would complete the requested renovation plan, including timeline.
4. References – provide 3-5 references for past or current engagements for which the General Contractor completed a renovation project.
5. Cost - provide information on your fee structure based on the scope indicated above, including anticipated reimbursable costs. Please submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.
6. Experience - discuss why the General Contractor is best qualified to provide the renovation plan for this proposed RFP with the Snoqualmie Indian Tribe.

Proposals should be simple and straightforward and provide a concise description of the respondent's ability to meet the requirements of the RFP. Any additional information that the respondent would like to submit should be included in a separate section titled "Supplemental Information".

Other Information

1. Signed Proposals – all proposals must be signed by a person authorized to sign on behalf of the respondent and to bind the respondent to statements made in response to this RFP.
2. Irrevocability of Proposals – by submission of a clear and detailed written notice to the RFP Coordinator, the respondent may amend or withdraw its proposal at any point up to the closing date and time for the submission of proposals. A respondent who has withdrawn a proposal may submit a new proposal before the closing date and time, provided that such proposal is done in accordance with the terms and conditions of this RFP. At and after the closing date and time for the submission of proposals, the respondent's proposal may no longer be amended (excepting only at the Tribe's request for purposes of clarification) or withdrawn.
3. Acceptance of Terms – unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the respondent and incorporated in its proposal.
4. Respondent's Expenses – respondents are solely responsible for their own expenses in preparing, and submitting, a proposal and for subsequent negotiations with the Tribe, if any. The Tribe will not be liable to any respondent for any claims, whether for costs or damages incurred by the respondent in preparing, and submitting, the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.
5. Currency and taxes – prices quoted are to be in U.S. dollars
6. Sub-Contracting –
 - a. Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two respondents having no formal corporate links. However, in this case, one of those respondents must be prepared to take overall responsibility for the successful performance of the contract and this should be clearly defined in the proposal.
 - b. Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Tribe's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes but is not limited to, any organization or individual involved in the preparation of a response to this RFP.
 - c. Where applicable, the names of approved sub-contractors listed in this proposal will be included in the contract. No additional subcontractors will be neither added, or other changes made, to this list in the contract without the written consent of the Tribe.

7. Acceptance of Proposals – this RFP should not be construed as an agreement by the Tribe to procure goods or services. The Tribe is not bound to enter into a contract with the respondent who submits the lowest priced proposal or with any respondent. Proposals will be accessed in light of the evaluation criteria. The Tribe will be under no obligation to receive further information, whether written or oral, from any respondent.
8. Form of contract – by submission of a proposal, the Respondent agrees that, should it be the successful respondent, it is willing to enter into a contract with the Tribe, subject to successful negotiations by both parties, in writing.
9. Independent Contractor – the selected respondent will serve as an independent contractor to the Tribe and not an employee of the Tribe.
10. Liability for Errors – while the Tribe has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by the Tribe, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
11. Modification of Terms – the Tribe reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time before entering into a contract with a selected respondent.
12. Ownership of Proposals – all documents and materials submitted, including proposals submitted by respondents in response to this RFP become the property of the Tribe. They will be received and held in confidence to the extent allowable by law.
13. Use of Request for Proposal – this RFP, or any portion thereof, may not be used for any purpose other than the submission of proposals.
14. Confidentiality of Information – information pertaining to the Tribe obtained by the respondent as a result of participation in this RFP process is confidential and must not be disclosed without written authorization from the Tribe.
15. The selected respondent and any other contractors and sub-contractors will be expected to consent to the personal and subject matter jurisdiction of the Snoqualmie Indian Tribe, and to the Snoqualmie Tribal Courts as the exclusive forum for the resolution of any disputes. The Tribe expressly retains its sovereign immunity.
16. The selected respondent and any other contractors and sub-contractors will be subject to the Tribe's Employment Rights Act (available at <http://www.snoqualmietribe.us/TribalCodes>) and applicable TERO taxes.

Submission of Proposals

Please submit an electronic version of the respondent's proposal (a single PDF file is strongly preferred) no later than noon Pacific Standard Time on April 12, 2019 to:

Shauna Shipp-Martinez
Tribal Operations
Snoqualmie Indian Tribe

Email: shauna.sm@snoqualmietribe.us

Late responses will not be accepted or considered.

Shauna Shipp-Martinez will serve as the sole contact for the review process for the respondent's proposal. Any and all questions and communications regarding this RFP should be addressed to Shauna Shipp-Martinez through email at the above address. Any attempt to communicate with other Tribal officials or employees about this RFP may result in the disqualification of a respondent's proposal.

Selection Process

The selection process will be based on the respondent's qualifications in the areas specified herein, as well as verifiable references for past similar, successful projects.

The RFP Coordinator will evaluate all proposals and interview one or more of the best-qualified respondents. The RFP Coordinator will then select and recommend a respondent to Tribal Council for appointment. If the Tribal Council approves, it will formally appoint the selected respondent.

At the conclusion of the RFP process, all respondents will be notified of the outcome.