



**Colville Tribal Federal Corporation
Colville Gaming LLC**

729 Jackson Street, Omak WA 99141 (509) 634-0318
Kary Nichols or (509) 557-9969 Dan Moomaw

Request for Proposals

Electrical Engineering Services for a Backup Generator at
12 Tribes Coulee Dam Casino
Located in Coulee Dam, Washington

1. General Information

Dates: 2/20/2024

Posted Date: 2/20/2024

Deadline for Questions: 3/05/2024

Closing Date: 3/19/2024

A. Project Description

Colville Tribal Federal Corporation (“CTFC”) is a federally-chartered governmental corporation of the Confederated Tribes of the Colville Reservation, organized under Section 17 of the Indian Reorganization Act. CTFC is the sole member of Colville Gaming LLC (“Gaming”), a limited liability company organized under the laws of the Confederated Tribes of the Colville Reservation.

The organization is seeking proposals from qualified vendors to provide backup generator services for the 12 Tribes Coulee Dam Casino. The objective of this project is to ensure reliable power supply during outages and emergencies, minimizing disruptions to operations and ensuring the safety and comfort of occupants.

Gaming and the selected electrical engineering team will work together to develop a mutually agreeable schedule.

This RFP is not an offer to enter into a contract. Gaming reserves the right to reject any and all responses resulting from this RFP. Gaming is not liable for any cost incurred in responding to this RFP.

B. Response Format

Proposals should be prepared simply and use no less than 12-point font. Proposals should begin with a completed Cover Page (Attachment A). Proposals should be complete, clear, and adhere to the required presentation structure by this RFP. Proposals are limited to 20 pages, exclusive of required attachments.

C. Completeness of Proposal

The Firm must submit a completed Proposal signed by a Firm representative authorized to bind the proposing firm contractually. The Firm must identify on the form any exceptions the Firm takes to Gaming's RFP, or declare that there are no exceptions taken.

2. Terms and Conditions

A. RFP Amendments

Gaming reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

B. Waiver In Evaluation

Gaming reserves the right to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of Gaming.

C. Proposal Signatures

An authorized representative of the Firm must sign proposals, with the Firm's address and telephone information provided. Unsigned proposals will not be considered.

D. Insurance Requirements

The selected Firm shall procure, and maintain for the duration of its Contract awarded pursuant to this RFP, insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Firm, its agents, representatives, employees or subcontractors. The Firm shall pay for the cost of such insurance. Insurance shall meet or exceed the levels stated in Attachment B.

E. Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Firm for the purposes or use of this project shall become the property of Gaming.

F. Hold Harmless

The Firm shall hold harmless, defend, and indemnify Gaming officers, agents, and employees against any liability that may be imposed upon them by reason of the Firm's failure to provide worker's compensation coverage or liability coverage or to comply with any other applicable laws or regulations, or for any other damages attributable to the Firm or subcontractors it hires.

G. Limitations on Costs and Expenses

The Firm's proposal may not include any costs that can be described as overhead, including: secretarial, clerical, or file management work; on-line research services charges; in-house photocopying; unnecessary express mail/overnight courier mailings; or for developing invoices for Gaming

H. Dispute Resolution and Venue

Gaming will require the selected Firm to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from Gaming's engagement of the Firm's services, including the application of Colville Tribal Law.

I. Indian Preference

Indian preference applies to any award of contract pursuant to this RFP and the Firm shall comply with all applicable Indian preference requirements set forth in Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The Colville Tribal Code is available at <https://www.cct-cbc.com/current-code/>.

J. Debarment

Firm must complete and sign a Certification Regarding Debarment and Suspension (See Attachment C).

K. Contract

The selected Firm will be required to enter into a contract which will include a “no assignment” provision indicating that the Contract may not be assigned without written consent of Gaming. Any increase in contract price or scope of work following execution of the contract requires a written modification signed by both parties.

3. Requested Services

A. Scope of Work

The Firm must provide a detailed list of the services they will provide that includes a time estimate to have the work completed.

Selected Firm will be expected to work with Gaming Project Team to verify needs and design emergency backup generator service to both office space and gaming floor. Selected Firm should expect to provide multiple generator options for the backup system. Selected Firm may be expected to continue work with contractor who will perform the install.

Selected Firm will provide: pre-design engineered services; schematic/conceptual design services; and plans and documents to be used in the construction process.

B. Required Information

The Firm’s Proposal must include the following:

1. Title Page – See Attachment A
2. Transmittal Letter – A one or two-page summary stating the Firm’s understanding of the work to be done including the Firm’s experience in office space design.
3. Project Management Plan:
 - a. Proposed project production schedule showing critical dates and other information in sufficient detail for the selection committee to determine the feasibility of time frames indicated.
 - b. The Firm’s methods for providing the following:
 - i. Comprehensive electrical engineering services for the project.
 - ii. Deliverables review and approval by Gaming and other relevant stakeholders, if any, at various stages of project development.
 - c. Indicate all firms or individuals the Firm anticipates to utilize in further stages of the project to provide engineering and install services required.
4. Statement of Qualifications:
 - a. Provide resumes for the individuals who would likely be assigned to this work including education, licensing information, and background accomplishments.
 - b. The Firm must include a statement that they will procure any Colville Tribal Permits as required for this work, and any other approvals required by applicable law and regulations.
 - c. Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the firm might have or encounter in providing these services.
 - d. At least three (3) client references and their contact information.
 - e. Detailed Cost Proposal. Provide a detailed statement of any and all costs for providing these services. This statement must include proposed hourly rates for all persons employed by or contracting with the Firm to provide the work described in the proposal, as well as rates for travel and other expenses when travel is necessary.
 - f. Include illustrative drawings of floor plans of similar type projects the Firm has designed, if any, along with renderings and/or photographs of completed projects. The format should be 8.5 x 11 inches and only include enough material to be illustrative, not complete sets of drawings.
5. Debarment Certification – See Attachment C

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive. Gaming reserves the right, however, at its sole discretion to waive minor administrative irregularities.

4. Proposal Evaluation

A. Scoring and Evaluation Factors

Evaluations will be based on criteria as outlined below. All proposals will be evaluated using the same criteria and weighting. Gaming may select a contract other than the one providing the lowest cost solution. The objective is to choose the entity capable of providing reliable and effective services within a reasonable budget.

Evaluation will be based on the following criteria:

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed. (0-5)
2. Reasonableness of overall time estimates as well as identifying, and establishing time estimates for, each major section of the work to be performed. (0-5)
3. Qualifications and experience of Firm. (0-5)
4. Indian preference. (0-5)
5. Cost. (0-10)

B. Contract Award and Execution

A Contract will be negotiated by Gaming and the selected Firm. If a Contract is not entered into within a reasonable time after selecting the proposal, Gaming may elect to cancel the award or award the Contract to the next highest-ranked Firm. No party may incur any chargeable costs prior to the execution of a final Contract.

This RFP does not obligate Gaming to award a contract.

Gaming reserves the option of awarding this contract in any manner most advantageous to Gaming. More than one contract may be awarded.

Nothing in this RFP shall be considered a contractual term, nor be a required term in the final contract between the parties.

Final contract may contain changes to, or clarification of, scope provided in this RFP, as agreed by the parties.

5. Submission Deadline and Method

Responses to this RFP must be submitted and postmarked no later than Date. Firms must submit one (1) original and one (1) copy of the proposal. Include completed Attachment A,

Cover Page, as first page. Proposals shall be submitted in a sealed envelope that has clear markings of the responding business name and address and clearly identifies the contents as “Colville Gaming Coulee Dam Office Design RFP.” Proposals may be sent by regular or express mail (FedEx or UPS). All proposals and accompanying documentation will become the property of Gaming and will not be returned. Firms accept all risk of late delivery of proposal regardless of fault. Proposals must be addressed to:

Colville Gaming
Attn: Dan Moomaw
729 Jackson St.
Omak, WA 98841

6. Questions

All questions and requests for interpretation or clarification of this RFP must be emailed to Dan Moomaw at danm@colvillecasinos.com. Unauthorized contact with other Gaming or CTFC employees regarding this RFP may result in disqualification. All oral communication (in person or telephonic) will be considered unofficial and nonbinding.

All questions and requests under this section must be submitted no later than 4:00 p.m. PST, Date.

**ATTACHMENT A: PROPOSAL COVER PAGE – COLVILLE GAMING COULEE
DAM OFFICE DESIGN – 2023**

Company Name _____

Date _____

Address _____

Contact Person and Title: _____

Telephone Number _____ Fax Number _____

Email address _____

Length of time in business _____

Gross revenue for the prior fiscal year (in US dollars). _____

Total number of similar clients served in similar capacity _____

TOTAL ESTIMATED PRICE OF SERVICES (Attach detailed budget)

Cost of Services: _____

Overhead costs (describe in budget) _____

Necessary travel _____

TERO Fees (if applicable) _____

Other (describe in budget) _____

Total Price \$ _____

Authorized Offeror Signature _____

Printed Name _____ Date _____

Telephone _____

ATTACHMENT B: INSURANCE REQUIREMENTS

Insurance shall meet or exceed the following, unless otherwise approved by Gaming.

- A. Minimum Insurance
 - 1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
 - 2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
 - 3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
 - 4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
- B. Self-Insured Retentions
 - Self-insured retentions must be declared to and approved in writing by Gaming.
- C. Other Provisions
 - Commercial General Liability policies shall be endorsed to:
 - 1. Include Gaming, its officials, employees and volunteers as additional insured.
 - 2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Gaming.
 - 3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to Gaming.
- D. Acceptability of Insurers
 - Insurance shall be placed with insurers with a rating acceptable to the Gaming.
- E. Verification of Coverage
 - Offeror awarded a contract under this RFP shall furnish Gaming with certificates of insurance required herein. The certificates are to be received and approved by Gaming before work commences. Gaming reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors
 - Subcontractors hired pursuant to this RFP must have insurance coverage which complies with the requirements stated above and provide proof of such insurance prior to commencing any work.

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

- A. The Firm certifies, to the best of its knowledge and belief, that:
1. The Firm/any of its Principals-
 - (a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.
 - (b) Have () have not (), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, ore receiving stolen property; and
 - (c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.
 - (d) The Firm has () has not (), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.
 2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.
- B. The Firm shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Firm learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Firm's responsibility. Failure of the Firm to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Firm's proposal non-responsive.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Firm is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

Authorized Signature

Name

Date